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Telephone: (408) 436-0789

Attorneys for Plaintiff and Counter-Defendant Jinju Zhang

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

JINJU ZHANG, an individual;

Plaintiff,

vs.

BENLIN YUAN, an individual; HONG LIN,  
an individual; CAMIWELL, INC., a California  
corporation; CAMIWELL, INC. (CANADA),  
a Canadian corporation; BEIJING ASIACOM  
INFORMATION TECHNOLOGY CO., LTD.,  
a Chinese corporation; ASIACOM  
AMERICAS, INC., a Virginia corporation;  
BANK OF AMERICA CORPORATION, a  
National Association; and DOES 1 to 20,  
inclusive,

Defendants.

AND RELATED CROSS-ACTIONS

Case No.: 3:23-cv-05818-CRB

**DECLARATION OF DENNIS CHIN IN  
SUPPORT OF PLAINTIFF'S OPPOSITION  
TO CAMIWELL CANADA'S MOTION TO  
DISMISS FIRST AMENDED COMPLAINT**

Date: August 15, 2024

Time: 10:00 a.m.

Judge: Hon. Vince Chhabria

Courtroom: 4 – 17<sup>th</sup> Floor

DECLARATION OF DENNIS CHIN IN SUPPORT OF  
PLAINTIFF'S OPPOSITION TO CAMIWELL CANADA'S MOTION TO DISMISS FIRST AMENDED COMPLAINT

1 I, Dennis Chin, declare:

2 1. I am an attorney at law, duly licensed to practice and practicing in the State of California.

3 2. I am a Litigation Attorney at SAC Attorneys LLP, counsel for Plaintiff and Counter-Defendant  
4 herein.

5 3. I have personal knowledge of the matters contained in this declaration and, if called upon, could  
6 and would competently testify thereto.

7 4. I make this declaration in support of Plaintiff's opposition to the motion to dismiss first amended  
8 complaint filed by Defendant CAMIWELL CANADA.

9 5. Appended as **Exhibit 1** hereto are true and correct copies of fake invoices for consulting services  
10 that were never rendered from Camiwell Canada to Camiwell U.S.

11 6. Appended as **Exhibit 2** hereto are true and correct copies of invoices from Camiwell Canada to  
12 Beijing Asiacom that were produced in Summer 2023.

13 7. Appended as **Exhibit A** hereto is a proposed Verified Second Amended Derivative Complaint.

14 8. Appended as **Exhibit B** hereto is a redline version of the proposed Second Amended Derivative  
15 Complaint.

16  
17 I declare under penalty of perjury that the foregoing is true and correct, and that this declaration  
18 was executed on July 25, 2024, at San Jose, California.

19  
20 /s/ Dennis Chin

Dennnis Chin

## EXHIBIT 1

**THANK YOU FOR YOUR BUSINESS!**

**CAMiWell Inc.**

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
Mississauga, ON L5M 5S1, Canada  
Phone: +1(416)640-8325

**Bill To:**  
**CAMiWell LLC.**

2377 Pleasant Acres Dr.,  
San Jose, CA 95148, USA  
Phone: +1(952)232-4805

**INVOICE**

**DATE: 2016-06-23**  
**INVOICE #: CI\_2016\_105**

**For:**  
Ali US OC27/OT7 Cabling Project Consulting,  
and Ali US44 DC Server Installation Service

Currency: US\$

SALES/SERVICE DESCRIPTION	AMOUNT
Ali US OC27/OT7 Cabling Project Consulting, and Ali US44 DC Server Installation Service	\$13,910.75
Subtotal )	\$13,910.75
Tax	\$0.00
<b>TOTAL</b>	<b>\$13,910.75</b>

If you have any questions concerning this invoice, contact us at [accounting@camowell.com](mailto:accounting@camowell.com)

Signature: 

**THANK YOU FOR YOUR BUSINESS!**

## EXHIBIT 2

**CAMiWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
Mississauga, ON L5M 5S1, Canada  
Phone: +1(416)640-8325

**INVOICE**

DATE (发票日期):  
2018-09-18

INVOICE # (发票编号):  
CI\_2018\_119

Bill To:  
Beijing Asiacom Info Technology Co.,Ltd  
北京亚康万玮信息技术有限公司

For:  
Ali USA IDC Cabling Project Service ( Jan 2018 to Jul 2018)  
阿里美国IDC机房网络布线项目服务 (2018年1月至7月)

Floor 8 Chuangfu Building, Block 18 Danling St.,  
Haidian Nan Rd., Haidian District, Beijing, P.R. China, 100080  
北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

SALES DESCRIPTION (产品/服务内容)	AMOUNT (金额)
Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Balance Payment) 阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付) (2018年1月至7月31日交付完成的项目) (费用余款)	325,910.84
<p><u>CAMiWell 美元帐户电汇信息:</u>  帐户名: CAMiWell Inc.  帐户货币: 美元  帐号: <span style="background-color: black; color: black;">XXXXXXXXXX</span>  开户银行: Bank of Montreal (加拿大蒙特利尔银行)  开户银行地址:  2825 Eglinton Ave. West,  Mississauga, ON, L5M 6J3  Canada  BMO SWIFT BIC Code: BOFMCAM2  BMO本地清算号: CC000139782</p>	
Subtotal (小计)	\$325,910.84
HST (税)	\$0.00
<b>TOTAL(总计) (美元)</b>	<b>\$325,910.84</b>

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)  
如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature (签字):



THANK YOU FOR YOUR BUSINESS!  
谢谢合作!

**CAMiWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
Mississauga, ON L5M 5S1, Canada  
Phone: +1(416)640-8325

**INVOICE**

DATE (发票日期):  
2018-08-15

INVOICE # (发票编号):  
CI\_2018\_116

Bill To:  
Beijing Asiacom Info Technology Co.,Ltd  
北京亚康万玮信息技术有限公司

For:  
Ali USA IDC Cabling Project Service ( Jan 2018 to Jul 2018)  
阿里美国IDC机房网络布线项目服务 (2018年1月至7月)

Floor 8 Chuangfu Building, Block 18 Danling St.,  
Haidian Nan Rd., Haidian District, Beijing, P.R.China, 100080  
北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

SALES DESCRIPTION (产品/服务内容)	AMOUNT (金额)
Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Partly Payment) 阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付) (2018年1月至7月31日交付完成的项目) (部分费用)	\$350,000.00
<p><u>CAMiWell 美元帐户电汇信息:</u>  帐户名: CAMiWell Inc.  帐户货币: 美元  帐号: <span style="background-color: black; color: black;">XXXXXXXXXX</span>  开户银行: Bank of Montreal (加拿大蒙特利尔银行)  开户银行地址:  2825 Eglinton Ave. West,  Mississauga, ON, L5M 6J3  Canada  BMO SWIFT BIC Code: BOFMCAM2  BMO本地清算号: CC000139782</p>	
Subtotal (小计)	\$350,000.00
HST (税)	\$0.00
TOTAL(总计) (美元)	\$350,000.00

If you have any questions concerning this invoice, contact us at [accounting@camiwell.com](mailto:accounting@camiwell.com)  
如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwell.com](mailto:accounting@camiwell.com)

Signature (签字)



THANK YOU FOR YOUR BUSINESS!

谢谢合作!



## EXHIBIT A

PROPOSED VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

James Cai (SBN 200189)  
[jcai@sacattorneys.com](mailto:jcai@sacattorneys.com)  
Brian A. Barnhorst (SBN 130292)  
[bbarnhorst@sacattorneys.com](mailto:bbarnhorst@sacattorneys.com)  
Dennis Chin (SBN 236466)  
[dchin@sacattorneys.com](mailto:dchin@sacattorneys.com)  
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1754 Technology Drive, Suite 122  
San Jose, California 95110  
Telephone: (408) 436-0789

Attorneys for Plaintiff and Counter-Defendant Jinju Zhang

**UNITED STATES DISTRICT COURT  
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Plaintiff,

vs.

BENLIN YUAN, an individual; HONG LIN,  
an individual; CAMIWELL, INC., a California  
corporation; CAMIWELL, INC. (CANADA),  
a Canadian corporation; BEIJING ASIACOM  
INFORMATION TECHNOLOGY CO., LTD.,  
a Chinese corporation; ASIACOM  
AMERICAS, INC., a Virginia corporation;  
BANK OF AMERICA CORPORATION, a  
National Association; and DOES 1 to 20,  
inclusive,

Defendants.

Case No.: 3:23-cv-05818-CRB

**[PROPOSED] VERIFIED SECOND  
AMENDED DERIVATIVE COMPLAINT**

- 1. CONVERSION**
- 2. BREACH OF FIDUCIARY DUTY**
- 3. FRAUD (CONCEALMENT)**
- 4. FRAUD (INTENTIONAL MISREPRESENTATION)**
- 5. UNJUST ENRICHMENT**
- 6. UNJUST ENRICHMENT**
- 7. COMMON COUNTS: MONEY HAD AND RECEIVED**
- 8. COMMON COUNTS: MONEY HAD AND RECEIVED**
- 9. PRELIMINARY INJUNCTION**
- 10. DECLARATORY RELIEF**
- 11. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALINGS**

**AND RELATED CROSS-ACTIONS**

[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

Comes now the Plaintiff, JINJU ZHANG (“Plaintiff” or “Zhang”), and alleges for himself and derivatively on behalf of nominal defendant CAMIWELL, INC. (formerly Camiwell, LLC; “Camiwell U.S.”), as follows:

### THE PARTIES

1. Plaintiff is an individual residing in Conroe, TX, formerly residing in Santa Clara County, CA.

2. Plaintiff is informed and believes and, based thereon, alleges that Defendant BENLIN YUAN (“Yuan”) is an individual residing in Mississauga, Ontario, Canada, and was at all relevant times conducting business in Santa Clara County, California. Plaintiff is informed and believes, and thereon alleges that Yuan is and, at all relevant times, was the CEO of Camiwell U.S. and holds 40% of its shares; that he was and is an employee and/or agent of Defendant BEIJING ASIACOM INFORMATION TECHNOLOGY CO., LTD (“Asiacom China”), as its key business manager in charge of its businesses in the U.S. and Canada; and that he was and is the spouse of Defendant HONG LIN (“Lin”).

3. Plaintiff is informed and believes and, based thereon, alleges that Lin is an individual residing in Mississauga, Ontario, Canada, and was at all relevant times conducting business in Santa Clara County, California; that she is the spouse of Yuan; and that, at all relevant times, she owned at most 25% of the shares of Camiwell U.S.

4. Plaintiff is informed and believes and, based thereon, alleges that Camiwell U.S. is and, at all times relevant to this action, was a California corporation conducting business in Santa Clara County, California, with its principal place of business in Santa Clara County, California.

5. Plaintiff is informed and believes and, based thereon, alleges that Defendant CAMIWELL, INC. (CANADA) (“Camiwell Canada”), is and, at all times relevant to this action, was a Canadian corporation conducting business in Santa Clara County, California.

6. Plaintiff is informed and believes and, based thereon, alleges that Asiacom China was and is a Chinese information technology services company headquartered in Beijing, China, that provides IT services (such as network cabling and server operation and maintenance in data centers for major customers such as Alibaba and Didi) throughout China and in California, including in this judicial

1 district. At all relevant times, Yuan was and is Asiacom China's key business manager and agent  
2 and/or employee, in charge of business in the U.S. and Canada.

3 7. Plaintiff is informed and believes and, based thereon, alleges that Defendant ASIACOM  
4 AMERICAS, INC. ("Asiacom Americas"), is a Virginia corporation wholly owned by Asiacom China;  
5 and that, at all times relevant, it was and is conducting business in Santa Clara County, California,  
6 through its key business manager and agent and/or employee, Yuan.

7 8. Plaintiff is informed and believes and, based thereon, alleges that Defendant BANK OF  
8 AMERICA CORPORATION ("B of A") is a National Association, and, at all times relevant, was and  
9 is conducting business in Santa Clara County, California.

10 9. Plaintiff is informed and believes and, based thereon, alleges that, at all relevant times, each of  
11 the Defendants other than B of A, or some of them, were the partners, agents, servants, and/or  
12 employees of one or more of the other said Defendants and, in doing the things hereafter alleged, were  
13 acting within the scope of said Defendants' authority such as a partner, agent, servant, and/or employee  
14 and with the permission and consent of the other Defendants.

#### 15 JURISDICTION AND VENUE

16 10. The Court has subject matter jurisdiction over this matter and its California state law claims  
17 pursuant to 28 U.S.C. §§ 1332 and 1367.

18 11. The Court has personal jurisdiction over Defendants because they purposefully availed  
19 themselves of the benefits and protections of the laws of the State of California and the United States  
20 and have substantial minimum contacts with and business in this judicial district;

21 i) The Court has personal jurisdiction over Defendants Yuan and Lin, who have  
22 purposefully availed themselves of the benefits and protections of the laws of  
23 the State of California as owners of Camiwell U.S.

24 ii) The Court has personal jurisdiction over Camiwell U.S., a California corporation  
25 with a principal place of business in Santa Clara County, California, which has  
26 purposefully availed itself of the benefits and protections of the laws of the State  
27 of California by registering its corporate status with the Office of the California  
28 Secretary of State.

- 1           iii) The Court has personal jurisdiction over Asiacom Americas as it purposefully  
2           availed itself of the benefits and protections of the laws of the State of California  
3           by its filing of corporate status with the Office of the California Secretary of  
4           State to do business in the State of California, and by paying taxes to the  
5           California Franchise Tax Board to keep its corporate status active in the State of  
6           California. Asiacom Americas has sufficient minimum contacts with the State  
7           of California by conducting business in the County of Santa Clara, California,  
8           through its key business manager and agent and/or employee Yuan.
- 9           iv) The Court has personal jurisdiction over Camiwell Canada due to its sufficient  
10          minimum contacts with the State of California because, at all times relevant, it  
11          shared with Camiwell U.S. the same website, same customers, and same  
12          ownership (except for Zhang, who is not an owner of Camiwell Canada), and  
13          performed the same business services and utilized the same or substantially  
14          similar employees as Camiwell U.S., which has a principal place of business in  
15          Santa Clara County, California. As CEO of Camiwell Canada, Defendant Benlin  
16          Yuan (Yuan) managed all projects and sent out emails to his employees directing  
17          them to work in California. On a systematic and quarterly basis, Yuan and his  
18          employees traveled to California for work and lived in Plaintiff's house in San  
19          Jose, California. As CEO of Camiwell Canada, he actively directed Camiwell  
20          U.S. to commit tax fraud by sending out fake invoices for services for consulting  
21          that were never rendered and asked Camiwell U.S. to pay share shareholder  
22          dividends in the guise of consultant fees.
- 23          v) The Court has personal jurisdiction over Asiacom China as it purposely availed  
24          itself of the protections, privileges, and benefits of the of the laws of the State of  
25          California when it retained Yuan as its key manager and agent and/or employee  
26          in developing and executing Asiacom China's business in the State of California.  
27          Asiacom China also had sufficient minimum contacts with the State of  
28          California, which, at all relevant times, were continuous and systematic, when it

1 subcontracted its IT work with Camiwell U.S., which accounted for 95% of  
2 Camiwell U.S.'s business. Based on Asiacom China's conduct as alleged herein,  
3 this Court's exercise of jurisdiction over Asiacom China would comport with  
4 traditional notions of fair play and substantial justice.

5 12. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

6 13. Venue is proper in the Court pursuant to 28 U.S.C. § 1391 because a substantial part of the  
7 events and omissions giving rise to the claims alleged herein occurred in Santa Clara, California, and  
8 the Northern District of California. Also, the core business and assets at issue were and are primarily in  
9 this judicial district.

#### 10 **ALTER EGO ALLEGATIONS**

11 14. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin,  
12 Camiwell Canada, and Asiacom Americas are and, at all times since its formation, were the alter egos  
13 of each other; there was a unity of ownership and interest by, between, and among said Defendants  
14 such that any separateness between them has never existed and/or has ceased to exist.

15 15. Yuan and Lin own and, at all relevant times, owned Camiwell Canada. Plaintiff is informed  
16 and believes, and based thereon, alleges that Camiwell Canada was formed and operated with  
17 inadequate capitalization, had no employees, and failed to respect corporate formalities.

18 16. Yuan and Lin were the directors of Camiwell Canada from the time of its formation. In January  
19 of 2019, Lin was removed as a director and was replaced by Feng Wang and Jiang Xu. Plaintiff is  
20 informed and believes, and based thereon, alleges that Feng Wang and Jiang Xu are two members of  
21 senior management of Asiacom China and Asiacom Americas.

22 16. Without Plaintiff's knowledge or consent, while CEO of Camiwell U.S., and at the direction of  
23 Asiacom China, Yuan secretly incorporated Asiacom Americas—with his brother Ben Tao Yuan as its  
24 CEO—as a subsidiary of Asiacom China and as a competitor of Camiwell U.S. Plaintiff is informed  
25 and believes, and based thereon, alleges that Asiacom Americas was formed and operated with  
26 inadequate capitalization, had no employees, and failed to respect corporate formalities.

27 17. Plaintiff is informed and believes, and, based thereon, alleges that Camiwell Canada and  
28 Asiacom Americas had no separate existence even before Asiacom China acquired Camiwell Canada

1 in May of 2019.

2 18. Plaintiff is informed and believes, and, based thereon, alleges that Defendants Yuan and Lin,  
3 Camiwell Canada, and Asiacom Americas commingled and failed to segregate the funds and assets of  
4 each other from their own and treated the assets and funds nominally belonging to each other as their  
5 own funds.

6 19. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin  
7 controlled, dominated, managed, and operated Camiwell Canada for their benefit from the time of its  
8 formation until January of 2019, when Asiacom China effectively took control, and then ultimately  
9 acquired it in May of 2019.

10 20. Plaintiff is informed and believes, and based thereon, alleges that Yuan and Lin, together with  
11 Asiacom China, have controlled, dominated, managed, and operated Asiacom Americas since its  
12 formation for their benefit.

13 21. Plaintiff is informed and believes, and based thereon, alleges that Camiwell Canada and  
14 Asiacom Americas is, and at all times mentioned was, a mere shell, instrumentality and conduit  
15 through which Yuan and Lin carried on their activities. Yuan and Lin exercised such complete control  
16 and dominance of the activities of Camiwell Canada and Asiacom Americas that any individuality or  
17 separateness of them do not, and all relevant times did not, exist. Plaintiff is informed and believes,  
18 and based thereon, alleges that Camiwell Canada and Asiacom Americas existed and exist solely to  
19 ensure that Yuan and Lin remain “judgment proof.”

20 22. Plaintiff is informed and believes, and based thereon, alleges that Asiacom China caused  
21 Asiacom Americas to be created solely to insulate itself from liability in the US and Canada.

22 23. Adherence to the fiction of the separate existence of Asiacom China, Asiacom Americas,  
23 Camiwell Canada, Yuan, and Lin as entities distinct from each other would permit an abuse of  
24 privileges against liability afforded to companies and corporations, and would result in unfairness to  
25 Plaintiff and an inequitable result. It would promote injustice by allowing said Defendants to evade  
26 liability and/or to veil assets that should in equity be used to satisfy the judgment sought by Plaintiff in  
27 this action.

28



**GENERAL ALLEGATIONS**

24. Plaintiff is informed and believes, and based thereon, alleges that Camiwell Canada is located in Mississauga, Ontario, Canada; Yuan and Lin formed Camiwell Canada on or about 12/5/13, and were initially the sole owners and directors.

25. Zhang formed Camiwell U.S. initially as a Delaware LLC on 9/16/14; on or about 6/8/2018, it was converted into a California corporation. At all times relevant, the directors were and are Zhang, Yuan, and Lin; the officers were and are Zhang, Yuan, and Hui Sun; the shareholders were and are Yuan (40%), Zheng (35%), and Lin (25%). As husband and wife, Yuan and Lin jointly control 65% of the equity of Camiwell U.S.

26. Camiwell U.S. is an information technology company based in Santa Clara, California. Beginning in December of 2015, Camiwell U.S.'s business began to grow. This trend continued through 2016 and 2017; however, Yuan was unwilling to provide business operation data and contract information.

27. In the early months of 2018, Yuan refused to provide business and accounting records to Zhang and told Zhang there were no written contracts and only verbal agreements with Asiacom China, its major customer.

28. In or about May of 2018, Yuan told Zhang that Asiacom China wanted to merge with Camiwell U.S., but he refused to disclose to Zhang any concrete terms or conditions. Due to this lack of transparency, Zhang refused to consent to the merger.

29. Yuan next suggested that Camiwell U.S. be sold to Camiwell Canada, which Yuan and Lin owned, and that they would then sell Camiwell Canada to Asiacom China.

30. A few days later, Asiacom China offered to purchase Camiwell U.S., proposing that Yuan would be in charge of the Virginia office and do business in the East Coast, while Zhang would be in charge of the California site and do business in the West Coast. Zhang refused, and the merger negotiations ended.

31. Until the end of 2018, Camiwell U.S.'s main customer was Asiacom China, which is a contractor for large Chinese technology companies such as Alibaba (China's equivalent of Amazon) and Didi (Uber), providing mainly local data center server operation and maintenance and network



1 cabling services. Asiacom China would subcontract its IT work to Camiwell U.S. through various  
2 service contracts accounting for about 95% of Camiwell U.S.'s business. The IT work was performed  
3 by approximately 35 engineers in Virginia and 15 engineers in California at two data centers for  
4 network cabling and server maintenance in Santa Clara, California.

5 32. On November 20, 2018, Feng Wang, General Manager and Vice President of Asiacom China in  
6 charge of overseas business, sent an email to Camiwell U.S. thanking Yuan and Zhang for Camiwell  
7 U.S.'s past years of service and advising that Asiacom China "plans to set up a US subsidiary, to  
8 undertake onsite service business for US customers starting January 1, 2019 . . . ." He wanted to ensure  
9 a smooth transition, and stated, "During the transition, US Camiwell onsite engineers will assist  
10 Asiacom US onsite engineers to complete onsite operation maintenance." A true copy of that email,  
11 with translation from Chinese to English, is appended as **Exhibit A** hereto.

12 33. In fact, as detailed below, this representation was untrue. Asiacom China had no onsite  
13 engineers, and "Asiacom US" (which did not yet exist; see next paragraph) had none, either. Rather,  
14 Yuan conspired with Asiacom China to hire away Camiwell U.S. engineers and to acquire Camiwell  
15 U.S. equipment and assets for a nominal sum.

16 34. The day after Wang's email—November 21, 2018—a company named UCC Retrievals, Inc.,  
17 "pursuant to instructions of counsel," submitted for filing with the Corporation Commission of the  
18 Commonwealth of Virginia the Articles of Incorporation for Asiacom Americas Inc. The sole  
19 incorporator was Ruming Liu; Plaintiff is informed and believes, and, based thereon, alleges that Ms.  
20 Liu is an attorney in Sunnyvale, CA (SBN 282062). According to the Articles of Incorporation, the  
21 initial directors were Ben Tao Yuan, the brother of Defendant Yuan; Feng Wang, the aforementioned  
22 General Manager of Asiacom China; and Jiang Xu. Plaintiff is presently unaware of Mr. Xu's  
23 capacity, but he appears to be with Asiacom China: he was cc'd (at qxu@asiacom.net.cn) on the email  
24 from Wang and both he and Wang list the same address in Beijing. Plaintiff had no contemporaneous  
25 knowledge of this filing.

26 35. On November 24, 2018, at a Camiwell U.S. shareholder meeting, Yuan told Zhang that he  
27 would be fully loyal to Camiwell U.S. and not do anything that would be competitive against it.  
28

36. The effective date of the Certificate of Incorporation of Asiacom Americas Inc. was November 26, 2018. Its initial address listed in the Articles of Incorporation was 45800 Amsterdam Terrace, #36, Dulles, VA 20166, which was the business address for Camiwell U.S.

37. On November 30, 2018, Ben Tao Yuan signed and caused to be filed with the California Secretary of State a Statement and Designation by Foreign Corporation for Asiacom Americas Inc.

38. On January 30, 2019, Defendant Lin was replaced on the board of Camiwell Canada by Feng Wang and Jiang Xu.

39. On or about May 5, 2019, Ben Tao Yuan, as CEO of Asiacom Americas, and his brother, Defendant Benlin Yuan, as President of Camiwell U.S., entered into the Device and Asset Transfer Agreement (the “Asset Transfer Agreement”), a true copy of which, with translation from Chinese to English, is appended as **Exhibit B** hereto. By the terms of that agreement, Asiacom Americas acquired all of the assets and equipment of Camiwell U.S. for the nominal sum of \$37,281.29. Plaintiff only became aware of the Asset Transfer Agreement via discovery in the State Action (see ¶ 41, *infra*) in or about October of 2021.

40. Plaintiff is informed and believes and, based thereon, alleges that Yuan and his brother hold an ownership interest in Asiacom China and/or Asiacom Americas.

41. After losing the business of Asiacom China, Yuan began to push Zhang to dissolve Camiwell U.S. Zhang became suspicious of Yuan’s motives, and demanded corporate documents of Camiwell U.S. to no avail. On or about July 20, 2020, Zhang initiated a lawsuit in Santa Clara County Superior Court (Case No. 20CV368535; the “State Action”) against Yuan, Lin, and Camiwell U.S.<sup>1</sup>

42. In or about December 2021, Asiacom China registered its stock for an initial public offering (IPO) in China. According to its Registration Statement (rough English translation), “Due to the failure of the acquisition of Camiwell in the United States, on November 26, 2018, the company established the U.S. Asiacom to be responsible for the execution of business in the United States. At present, the

---

<sup>1</sup> In September of 2023, the State Case concluded with Zhang accepting separate offers to compromise from Yuan/Lin and Camiwell U.S. pursuant to California Code of Civil Procedure section 998.

1 United States and Canada are executed by Asiacom in the United States and Camiwell in Canada  
2 respectively, and the main business leader is still Benlin Yuan.”

3 43. Only when he downloaded the Registration Statement in October of 2021 did Plaintiff become  
4 aware of the scheme, as alleged herein, by which the Defendants deprived him of his rights and interest  
5 in Camiwell U.S.

6 44. According to the Registration Statement, after the formation of Asiacom Americas, in or about  
7 May of 2019, Asiacom China (through its subsidiary in Hong Kong, Rongsheng Hi-Tech) acquired  
8 Camiwell Canada, paying Yuan and Lin over \$1.5 million in June of 2019. Again, Plaintiff became  
9 aware of this only in October of 2021 when he obtained the Registration Statement.

10 45. According to the Registration Statement, Camiwell Canada diverted Asiacom China’s business  
11 from Camiwell U.S. to Camiwell Canada, in the amount of RMB 6.5845 million (currently about  
12 \$905,908) and RMB 3.6031 million (\$495,721) in 2018 and 2019, respectively, while outsourcing to  
13 Camiwell U.S. to provide the same IT services for no consideration. In other words, Camiwell U.S.  
14 employees did the work (and thus Camiwell U.S. incurred the expense of their salaries), but Camiwell  
15 Canada received the income. Plaintiff is informed and believes and, based thereon, alleges that  
16 Camiwell Canada was able to minimize its own expenses by maintaining a barebones operation with  
17 only two employees. Plaintiff is further informed and believes and, based thereon, alleges that  
18 Camiwell Canada’s actions were at the direction of Asiacom China and/or Asiacom Americas.

19 46. This scheme enabled Yuan and Lin to maximize their profit (approximately \$1.4 million)  
20 through Camiwell Canada at the expense of Camiwell U.S., and enabled them to subsequently sell  
21 Camiwell Canada to Asiacom China for over \$1.5 million. None of said information and facts were  
22 available to Zhang at the time he filed the State Action, and the same were not alleged as part of his  
23 claims in that action.

24 47. Following the 998 offers and acceptances in the State Action, Yuan and Lin resumed their  
25 looting and assault on Camiwell U.S.  
26  
27  
28

1 48. On September 28, 2023 (less than a week after the 998 offers were accepted), without Zhang's  
 2 knowledge or consent, Yuan and Lin filed a Certificate of Election to Wind Up and Dissolve Camiwell  
 3 U.S.<sup>2</sup>

4 49. Next, Yuan and Lin made three separate and unauthorized withdrawals totaling almost  
 5 \$672,000 from Camiwell U.S.'s account at Bank of America (account number 3251 1222 0628), all  
 6 without Zhang's knowledge or consent, as follows:

- 7 a. \$162,500 transfer to a Canadian company controlled by Yuan called Scinall Inc.
- 8 b. \$200,000 in the form of a cashier's check payable to an unknown recipient
- 9 c. \$309,438 in the form of cashier's check payable to an unknown recipient

10 50. Even Camiwell U.S.'s own counsel in the State Action, Attorney Marie Quashnock, recognized  
 11 the above-referenced funds transfer as "unauthorized" and requested, to no avail, "that Mr. Yuan  
 12 immediately return all funds to Camiwell's accounts."

13 51. Plaintiff is informed and believes and, based thereon, alleges that, absent Court intervention,  
 14 Yuan and Lin plan to make even more unauthorized transactions, without Zhang's consent and  
 15 inconsistent with the law and good business practices.

16 52. Ordinarily, Zhang would make a demand to the Board of Directors for Camiwell U.S. to take  
 17 action against Yuan and Lin to return the funds and profits back to Camiwell U.S.; however, such  
 18 demand would be futile and is excused by the fact that, as holders of a majority interest in Camiwell  
 19 U.S. and being two of the three directors, Yuan and Lin could decline to take any such action. Indeed,  
 20 after the 998 offers were accepted, Zhang demanded return of the funds, through his counsel to counsel  
 21 for Yuan and Lin, to no avail.

---

22  
 23  
 24  
 25  
 26 <sup>2</sup> Plaintiff is informed and believes and, based thereon, alleges that the dissolution of Camiwell U.S. has not yet occurred  
 27 because its two remaining creditors—its accountant (\$50,000) and its CPA (\$7,709.90)—have not yet been paid, the final  
 28 tax returns have not yet been filed, and the balance of funds remaining after payment of the creditors has not yet been  
 disbursed to shareholders. Camiwell U.S. currently has \$211,741.01 in funds left. These funds, along with any derivative  
 recoveries that may be obtained in the instant action, are its only remaining assets. Its only remaining payables are to its two  
 creditors plus any additional fees that may be incurred in filing the final returns.

**FIRST CAUSE OF ACTION**

**Conversion**

*(Derivatively by Camiwell U.S. against Defendants Yuan and Lin)*

53. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

54. Plaintiff is informed and believes that Camiwell U.S. owned and possessed \$672,000 in its Bank of America account after the 998 offers were accepted.

55. Plaintiff is informed and believes and, based thereon, alleges that, shortly after the 998 offers were accepted, Defendants Yuan and Lin substantially interfered with Camiwell U.S.'s ownership and possession of the \$672,000 as herein alleged by making the disbursements set forth in ¶ 49, *supra*, without justification, proper authorization or consent from Camiwell U.S., and without Zhang's knowledge or consent.

56. As a direct and proximate result of the conduct of Yuan and Lin as alleged herein, Camiwell U.S. has been damaged in an amount to be proven at trial.

57. In engaging in the conduct as alleged herein, Yuan and Lin, and each of them, acted with oppression, fraud, or malice, justifying an award of punitive damages in an amount sufficient to punish said Defendants and to deter such conduct.

**SECOND CAUSE OF ACTION**

**Breach of Fiduciary Duty**

*(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)*

58. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

59. As members of the Board Directors of Camiwell U.S., Yuan and Lin owed to the company and to its shareholders, including Plaintiff, a fiduciary duty of loyalty.

60. As alleged herein, Yuan and Lin breached their fiduciary duties by misappropriating corporate assets of Camiwell U.S. when they withdrew almost \$672,000 from Camiwell U.S.'s account at Bank of America, without justification or authority, and without Zhang's knowledge or consent.

61. As a direct and proximate result of the conduct of Defendants Yuan and Lin, Camiwell U.S. and Plaintiff have been damaged in an amount to be proven at trial.

62. In engaging in the conduct as alleged herein, Defendants Yuan and Lin, and each of them, acted with oppression, fraud, or malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient to punish said Defendants and to deter such conduct.

### THIRD CAUSE OF ACTION

#### Fraud (Concealment)

*(Derivatively by Camiwell U.S. against Asiacom China)*

63. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

64. After its attempt to legally acquire Camiwell U.S. failed, Asiacom China effectively acquired Camiwell U.S. illegally and under the table.

65. As alleged herein, Feng Wang sent an email on November 20, 2018, to Camiwell U.S., addressed to Zhang and Yuan. Although Wang arguably had no duty to speak, once he did, he had an obligation to speak truthfully because he made certain representations but did not disclose facts that materially qualified the facts disclosed or that rendered his disclosure likely to mislead, because the facts were known or accessible only to him and he knew they were not known to or reasonably discoverable by Plaintiff, and he actively concealed from Plaintiff the ability to discovery the true and complete facts. Under the circumstances, it was it wrongful for him to remain silent.

66. As alleged herein, Asiacom China secretly engaged Yuan as its manager and agent to take charge of its North America operations. Asiacom China, through its subsidiary Asiacom Americas, and conspiring with Yuan and his brother Ben Tao Yuan (acting as CEO of Asiacom Americas), carried out a secret corporate raid plan against Camiwell U.S. It hired almost all of Camiwell U.S.'s 50 engineers, and, without Plaintiffs' knowledge or consent, acquired Camiwell U.S.'s equipment, files, documents, programs, and specifications for the nominal amount of \$37,281.29 via the Asset Transfer Agreement, which Yuan signed as President of Camiwell U.S. and his brother signed as CEO of Asiacom Americas.



67. Camiwell U.S.—and, in particular, Zhang—did not know of the concealed facts that Asiacom China had a secret raid plan, that Asiacom China had engaged Yuan as its manager and agent to take charge of its North America operations, and that Yuan had signed an Assets Transfer Agreement in which Asiacom Americas hired almost all 50 of the engineers of Camiwell U.S. and purchased Camiwell U.S.’s equipment, etc., for a nominal amount until Zhang learned of it during discovery in the State Action in October of 2021. Camiwell U.S. reasonably relied upon in good faith of Asiacom China’s words that it wanted to ensure a smooth transition and Yuan’s word that he would be fully loyal to Camiwell and not do anything competitive against Camiwell U.S.

68. Asiacom China intended to deceive Plaintiff by concealing the facts and never voluntarily came forth with such information. Zhang would have never known about these fact until they were revealed in October of 2021.

69. Had the omitted information been disclosed to Zhang and Camiwell U.S., they reasonably would have behaved differently by negotiating a fair purchase price for the Camiwell U.S. assets, as they were trying to do before Asiacom China’s attempted acquisition failed. They reasonably would have hired counsel to block the giveaway of its assets pursuant to the Asset Transfer Agreement between two related people (Yuan and his brother Ben Tao Yuan) without Board or shareholder approval, in violation of California Corporations Code section 1001(a).

70. Plaintiff and Camiwell U.S. was harmed when Camiwell U.S. lost almost all 50 of its engineers and the equipment, etc., necessary for the business.

71. Defendant Asiacom China’s concealment was a substantial factor in causing Plaintiff and Camiwell U.S. harm.

72. In engaging in the conduct as alleged herein, Asiacom China acted with oppression, fraud, or malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient to punish said Defendants and to deter such conduct.

#### FOURTH CAUSE OF ACTION

##### (Fraud) Intentional Misrepresentation

*(Derivatively by Camiwell U.S. against Camiwell Canada)*

73. Plaintiff restates and incorporates by this reference each of the allegations contained in the

proceeding paragraphs 1-52 as if fully set forth herein.

74. As an example of intentional misrepresentation committed by Camiwell Canada, on or about August and September 2018, Benlin Yuan as CEO of Camiwell Canada represented to Camiwell U.S. that Camiwell U.S. would get paid for services rendered to Beijing Asiacom.

75. Camiwell Canada's representation was false as Camiwell U.S. did not get paid for services rendered to Asiacom China. Camiwell Canada invoiced Asiacom China approximately \$350,000 in August 2018 and \$326,000 in September 2018 in which Camiwell Canada was paid. *See Exhibit C.* These invoices were not discovered until Summer 2023 during discovery in the state case.

76. Camiwell Canada knew the representations were false when made as they had a desire to continue having Camiwell U.S. provide services to Asiacom China for compensation. Additionally, Camiwell Canada never had a desire to pay Camiwell U.S. and still has not paid Camiwell U.S. for services rendered to Asiacom China.

77. Camiwell Canada intended that Camiwell U.S. rely on the representation that Camiwell U.S. would get paid for the services rendered to Asiacom China. Camiwell Canada knew that Camiwell U.S. would rely on the representation that it would get paid for services in order for Camiwell U.S. to continue services for Asiacom China.

78. Camiwell U.S. reasonably relied on Camiwell Canada's representation by continuing to provide services to Asiacom China.

79. Camiwell U.S. was harmed when Camiwell Canada did not pay Camiwell U.S. for services rendered to Asiacom China.

80. Camiwell U.S.'s reliance on Camiwell Canada's representation was a substantial factor in causing its harm.

## **FIFTH CAUSE OF ACTION**

### **Unjust Enrichment Based on Fraud**

*(Corporate Raid on Camiwell U.S.—Derivatively by Camiwell U.S. against Asiacom China and Asiacom Americas)*

74. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.



77. By engaging in the fraudulent conduct by Feng Wang, Vice President of Asiacom China in charge of overseas business in conspiring with Yuan, as alleged herein, Asiacom Americas and Asiacom China received the benefit of Camiwell U.S.'s labor and services for \$37,281.29 when Yuan and Asiacom China raided Camiwell U.S.'s assets and hired away 50 engineers to Asiacom Americas which provided the services to Asiacom China. These assets included programs, files, customer information, technology, data, computers, servers, and the contents on such devices. The true value of what Asiacom Americas acquired will be established at trial; however, that amount is approximately \$3,000,000—the value of Camiwell U.S. itself, which, at a minimum, can be measured by what Asiacom China offered to pay for it in 2018 (\$450,000), plus the value of 50 Camiwell U.S. engineers working for six months (how long it took Asiacom Americas to ramp up) at \$8,200 per month, which is the rate that Asiacom China formerly paid Camiwell U.S. Thus, Asiacom Americas received approximately \$2.95 million in services and assets that were intended to be used for the benefit of Camiwell U.S.

78. Asiacom China and Asiacom Americas were unjustly enriched by engaging in self dealing with its own employee and manager Yuan and their own subsidiary and/or sister company Camiwell Canada, by not having to pay fair market rate fees for the IT services rendered by Camiwell U.S. as they would have had to in a normal arm's-length transactions.

## SIXTH CAUSE OF ACTION

### Unjust Enrichment Based on Fraud

*(Diversion of Camiwell U.S.'s Business—Derivatively by Camiwell U.S. against Camiwell Canada)*

79. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-52 as if fully set forth herein.

80. By engaging in the conduct as alleged herein, Defendant Camiwell Canada received the benefit of RMB 6.5845 million and RMB 3.6031 million in 2018 and 2019 when it diverted Asiacom China's business from Camiwell U.S. to Camiwell Canada while outsourcing to Camiwell U.S. to provide the same IT services for no consideration. As an example, on or about August and September 208, Benlin Yuan as CEO of Camiwell Canada intentionally misrepresented that Camiwell U.S. would get paid for services rendered to Asiacom China. Camiwell Canada's representation was false Camiwell U.S. was

1 never paid for such services. Invoices show that Camiwell Canada billed Asiacom China  
 2 approximately \$350,000 in August 2018 and \$326,000 in September 2018 to which Asiacom China  
 3 paid. *See Exhibit C.* These invoices were not discovered until Summer 2023 during discovery in the  
 4 state case. Camiwell Canada knew the representations were false as it never had a desire to pay  
 5 Camiwell U.S. and still has not paid Camiwell U.S. for services rendered to Beijing Asiacom.  
 6 Camiwell Canada had the desire to continue having Camiwell U.S. provide services to Asiacom China.  
 7 Camiwell Canada concealed the fact that it received \$350,000 for August 2018 and \$326,000 for  
 8 September 2018 from Beijing Asiacom.

9 81. At the same time, Camiwell Canada was able to minimize its own expenses by maintaining a  
 10 barebones operation with only two employees.

11 82. Camiwell Canada was further unjustly enriched when it received the IT services provided by  
 12 Camiwell U.S. without paying Camiwell U.S.

13 83. Thus, Camiwell Canada unjustly enriched itself at the expense of Camiwell U.S., obtaining  
 14 benefits wrongfully that they unjustifiably have not returned.

15 84. As a direct and proximate result of Defendants' conduct, Camiwell U.S. has been damaged in  
 16 an amount to be proven at trial.

## 17 SEVENTH CAUSE OF ACTION

### 18 Common Count: Money Had and Received

19 *(Corporate Raid on Camiwell U.S.—Derivatively by Camiwell U.S. against Asiacom China and*  
 20 *Asiacom Americas)*

21 85. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 22 proceeding paragraphs 1-52 as if fully set forth herein.

23 86. By engaging in the conduct as alleged herein, Asiacom Americas received the benefit of  
 24 Camiwell U.S.'s assets, labor and services, and almost 50 of its engineers, for \$37,281.29. These assets  
 25 included programs, files, customer information, technology, data, computers, servers, and the contents  
 26 on such devices. The true value of what Asiacom Americas acquired will be established at trial;  
 27 however, that amount is approximately \$3,000,000—the value of Camiwell U.S. itself, which, at a  
 28 minimum, can be measured by what Asiacom China offered to pay for it in 2018 (\$450,000), plus the

1 value of 50 Camiwell U.S. engineers working for six months (how long it took Asiacom Americas to  
2 ramp up) at \$8,200 per month, which is the rate that Asiacom China formerly paid Camiwell U.S.  
3 Thus, Asiacom Americas received approximately \$2.95 million in services and assets that were  
4 intended to be used for the benefit of Camiwell U.S.

5 87. No part of the \$2.95 million was used for the benefit of Camiwell U.S.

6 88. No part of the \$2.95 million has been paid to Camiwell U.S. by Asiacom Americas.

## 7 **EIGHTH CAUSE OF ACTION**

### 8 **Common Count: Money Had and Received**

9 *(Diversion of Camiwell U.S.'s Business—Derivatively by Camiwell U.S. against Camiwell Canada)*

10 89. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
11 proceeding paragraphs 1-52 as if fully set forth herein.

12 90. By engaging in the conduct as herein, Camiwell Canada received money that was intended to be  
13 used for the benefit of Plaintiff based on the fraudulent intentional misrepresentations to Plaintiff.  
14 Camiwell Canada received money in the amount of approximately RMB 6.5845 million and RMB  
15 3.6031 million in 2018 and 2019, respectively, from Asiacom China that should have been paid to  
16 Camiwell U.S., which provided the IT services to Asiacom China.

17 91. The money that Camiwell Canada received from Asiacom China was not used for the benefit of  
18 Camiwell U.S. as Camiwell Canada kept the money.

19 92. Camiwell Canada has not paid or given to Camiwell U.S. the money Camiwell Canada received  
20 from Asiacom China for the IT services provided to Asiacom China by Camiwell U.S.

## 21 **NINTH CAUSE OF ACTION**

### 22 **Preliminary Injunction**

23 *(Derivatively by Camiwell U.S. against Bank of America, Yuan, and Lin)*

24 93. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
25 proceeding paragraphs 1-52 as if fully set forth herein.

26 94. After Defendants Yuan and Lin withdrew funds deposited in the business account at Bank of  
27 America (account no. 3251 1222 0628), there is still \$77,544.29 remaining in that account and another  
28 \$134,296.28 remaining in a separate account (account no. 3251 0849 4390).

1 95. Camiwell U.S. through this second amended derivative complaint petitions the Court to issue a  
2 preliminary injunction to prohibit Yuan and Lin from further withdrawing any funds from said  
3 accounts, and to prohibit Defendant Bank of America from allowing any further withdrawal from said  
4 accounts.

5 96. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from dissolving  
6 Camiwell U.S. and from diminishing its assets.

7 97. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from usurping  
8 corporate opportunities of Camiwell U.S.

9 **TENTH CAUSE OF ACTION**

10 **Declaratory Relief**

11 *(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)*

12 98. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
13 proceeding paragraphs 1-52 as if fully set forth herein.

14 99. A dispute presently exists between the parties as to who is entitled to the funds in the above-  
15 referenced B of A accounts.

16 100. A judicial determination is therefore necessary to establish rightful ownership of the funds.

17 **ELEVENTH CAUSE OF ACTION**

18 **Breach of Implied Covenant of Good Faith and Fair Dealing**

19 *(Derivatively by Camiwell U.S. against Asiacom China)*

20 101. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
21 proceeding paragraphs 1-52 as if fully set forth herein.

22 102. In every contract or agreement, there is an implied promise of good faith and fair dealing. This  
23 implied promise means that each party will not do anything to unfairly interfere with the rights of any  
24 other party to receive benefits of the contract.

25 103. Camiwell U.S. and Asiacom China entered into various service contracts for Camiwell U.S. to  
26 provide IT services to Asiacom China.

27 104. Camiwell U.S. did all of the significant things that the contract required it to do including  
28 providing IT services to Asiacom China.

105. By engaging in the conduct alleged herein, Asiacom China breached the implied covenant by preventing Camiwell U.S. from receiving the benefits due it under the service contracts.

106. As a direct and proximate result of Asiacom China's breach, Camiwell U.S. was harmed in an amount to be proven at trial.

### PRAYER FOR RELIEF

Now, therefore, Plaintiff, individually and derivatively on behalf of Camiwell U.S., prays for relief and judgment as follows:

1. For injunctive relief preventing Defendants, their successors and affiliates, and all persons acting on their behalf from further unlawfully:
  - a. further diminishing Camiwell U.S. and its assets;
  - b. transferring Camiwell U.S. assets to their own interests;
  - c. taking corporate opportunities of Camiwell U.S.
2. For compensatory damages in an amount to be proven at trial.
3. For punitive damages according to proof.
4. For reasonable attorneys fees and costs to the extent permissible under applicable law.
5. For such other and further relief as the Court may deem just and proper.

Dated: July 25, 2024

SAC Attorneys LLP

By: Brian A. Barnhorst  
James Cai, Esq.  
Brian A. Barnhorst, Esq.  
Dennis Chin, Esq.  
Attorneys for Plaintiff and Counter-Defendant  
Jinju Zhang

**VERIFICATION**

I, JINJU ZHANG, have reviewed the VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT and know its contents. I certify that the verified second amended complaint is true of my knowledge, except as to the matters which are therein stated to be on information or belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of California that the foregoing is true and correct.

Executed on July 25, 2024, in Conroe, Texas



JINJU ZHANG

# Exhibit A



## 关于北京亚康公司美国客户现场服务交接备忘

Benlin Yuan <byuan@camiwell.com>

To: 王丰 <Wangfeng@asiacom.net.cn>

Cc: Jinju Zhang <jinju.zhang@camiwell.com>, caowei@asiacom.net.cn, 徐清 <qxu@asiacom.net.cn>

Tue, Nov 20, 2018 at 8:46 PM

王总,

邮件收悉。

我们会尽快商定, 然后电邮贵司。

谢谢!

袁本林

On Tue, Nov 20, 2018 at 4:01 AM 王丰 <Wangfeng@asiacom.net.cn> wrote:

美国凯威公司:

根据公司发展战略, 我司拟成立美国子公司, 从2019年1月1日承担美国客户的现场服务业务, 包括但不限于阿里美东和美西机房的运维服务、服务器交付维保服务、以及网络布线工程服务, 滴滴美东机房的运维服务和网络布线工程服务。

我司感谢美国凯威公司3年来为亚康美国客户提供的现场稳定服务。为使双方合作有一个圆满的结束, 同时确保亚康美国客户现场服务的平稳交接并最大程度保障美国客户的利益, 确保正在执行工程项目的顺利实施, 我司提出如下服务切换方案:

1. 机房运维服务 (包括阿里和滴滴): 交接起始日期为2019年1月1日, 交接期为31天, 2019年1月31日交接结束, 亚康美国子公司全面承担阿里和滴滴的机房运维服务。在交接期内, 美国凯威驻场工程师协助亚康美国子公司驻场工程师完成现场运维服务。亚康美国子公司根据美国凯威在交接期内投入的驻场工程师人数, 根据2018年度运维服务合同的服务价格, 在交接期结束后计算出相关费用并一次性支付。
2. 网络布线项目: 在2019年1月1日前启动的网络布线项目, 继续由美国凯威公司负责实施, 项目结束后服务自动结束, 亚康公司按照2018年网络布线项目办法执行并支付费用。2019年1月1日及以后启动的项目, 由亚康美国子公司负责。
3. 服务器交付和维保: 美国凯威承担的服务器交付和维保服务截至时间为2018年12月31日, 从2019年1月1日, 由亚康美国子公司负责。

我司近期将安排人员与贵司商定服务交接具体事宜。

再次感谢凯威公司在过去给与我司的帮助与支持, 谢谢!

王丰



CERTIFICATION

I, Connie Chen, am a court interpreter/translator, California Judicial Council #700105, member of American Translators' Association (ATA); Northern California Translators' Association (NCTA) and National Judicial Interpreters and Translators (NAJIT).

I certified that I have reviewed the following English translation along with their corresponding Simplified Chinese documents pertaining to Asiacom Americas Inc. (USA) and CAMiWell Inc., that were provided to me for accuracy and correctness to the best of my knowledge and abilities.

Email correspondences dated November 20, 2018 between Benlin Yuan and Feng Wang;

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This Certification is signed on the 23rd day of June, 2024, County of Santa Clara, State of California.

*Connie Chen*

Connie Chen  
Judicial Council # 700105

Benlin Yuan <byuan@camiwll.com>

To: Feng Wang <Wangfeng@asiacom.net.cn>

Cc: jingju Zhang <jinju.zhang@camiwll.com>, caowei@asiacom.net.cn, qxu@asiacom.net.cn>

General Manager Wang:

Received your message.

We will confirm as soon as possible, and then email your company.

Thank you.

Benlin Yuan

On Tue., Nov. 20, 2018 at 4:01 am Feng Wang <Wangfeng@asiacom.net.cn>

US Camiwell Company:

According to the development strategy of company, our company plans to set up a US subsidiary, to undertake onsite service business for US customers starting January 1, 2019, including but not limited to Alibaba's Eastern US and Western US server room operation maintenance services, server delivery and maintenance services, and network cabling engineering services, Didi Eastern US server room operation maintenance and network cabling engineering services.

Our company appreciates US Camiwell's onsite services for Asiacom's US customers in the last 3 years. In order to have a successful ending of our mutual cooperation, and ensure that Asiacom US customers' onsite services have a smooth transition and in protection of US customers' best interest, and successful execution of on-going engineering projects, our company makes the following service transition proposal:

1. Server room operation maintenance services (including Alibaba and Didi): date of transition will be January 1, 2019, transition period will be 31 days, concluding on January 31, 2019. Asiacom US will take over all the server room operation maintenance for Alibaba and Didi. During the transition, US Camiwell onsite engineers will assist Asiacom US onsite engineers to complete onsite operation maintenance. Asiacom US will count the number of onsite engineers of US Camiwell, and pay according to 2018 operation maintenance service contract price, calculate the related fees after the transition period and make one-time payment.
2. Network cabling project: For network cabling projects started before January 1, 2019, US Camiwell will continue to be responsible for execution, and the projects will end

automatically upon finish. Asiacom will execute and pay fees according to 2018 network cabling project. Asiacom will be responsible for the projects starting after January 1, 2019.

3. The delivery and maintenance of servers: US Camiwell will be responsible for server delivery and maintenance until December 31, 2018. Asiacom will be responsible after January 1, 2019.

Our company will arrange personnel to discuss and finalize concrete transition matters with your company.

Thank you again for Camiwell's past assistance and support for our company. Thank you.

Feng Wang

# Exhibit B

# **Device and Asset Transfer Agreement**

## **Asiacom Americas Inc.**

Address: 21400 Ridgetop Circle, Suite 180, Sterling, VA, 20166, USA

Telephone: +1(703)517-7818

Email: [contact@asiacom-americas.com](mailto:contact@asiacom-americas.com)

## **CAMiWell Inc. (USA)**

Address: 5201 Great America Pkwy., Suite 320, Santa Clara, CA, 95054, USA

Telephone: +1(571)388-8797

Email: [byuan@camiwell.com](mailto:byuan@camiwell.com)

Asiacom Americas Inc. (以下简称甲方) 与 CAMiWell Inc. (USA) (以下简称乙方), 就乙方部分电子设备及仪器, 以及部分办公家具等资产转让给甲方事宜, 经双方协商一致同意下述条款:

- 1 本协议有效期自 双方签字之日起至 甲方付款日 终止。
- 2 本协议签订后, 乙方负责提供转让设备和资产清单, 相关信息包括但不限于: 设备名称, 规格, 数量, 原始购买日期, 购买厂商, 购买价格, 购买发票(复印件), 存放地点等; 甲方负责设备及资产的现场核实清点。双方签字确认转让清单。
- 3 电子类设备及仪器的折旧年限按 5 年计算 (5 year straight line), 办公家具的折旧年限按 10 年计算 (10 year straight line)。实际转让价格按照折旧年限和原始购买价来计算。
- 4 电子类设备及仪器的转让日期为 2019 年 2 月 1 日, 办公家具的转让日期为 2019 年 5 月 1 日。
- 5 本协议的最终转让价格, 根据双方最终核实确认的设备及资产清单来计算。
- 6 乙方给甲方开具正规发票, 甲方在收到乙方发票后 30 天内, 一次性支付乙方设备及资产转让价格。
- 7 本协议一式二份, 经双方代表签字后生效。双方各执一份, 每份具有同等法律效力。
- 8 双方最终核实确认的设备及资产清单(含转让价格), 将作为本协议的附件, 和协议正文具有同等法律效力。

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**Asiacom Americas Inc.**

**CAMiWell Inc. (USA)**

Signature:



Name (print), Position:

Ben Tao Yuan, CEO

Date: 5/5/2019

Signature:



Name (print), Position:

Benlin Yuan, President

Date:



## Attachment 1

**Device/Asset Transfer List and Price**  
(from CAMIWell Inc USA to Asiacom Americas Inc)

CAMIWell Inc / 2019.08

#	Type	Device/Asset Name	Description / Specification	Seller	Purchase Date	Qty	Unit Price	Purchase Amount	Location	Transfer Date	Transfer Price	Remark
1	Laptop	Dell Inspiron13 laptop	Dell Inspiron13 laptop 17359	Microsoft Store	2016-03-30	2	\$903.66	\$1,807.31	CA	2019-02-01	\$696.50	5 year straight line
2	Laptop	Dell Inspiron13 laptop	Dell Inspiron13 laptop 17359	Microsoft Store	2016-04-01	1	\$740.94	\$740.94	VA	2019-02-01	\$321.07	5 year straight line
3	Laptop	Dell Inspiron13 laptop	Dell Inspiron13 laptop 17359	Microsoft Store	2016-06-20	1	\$708.79	\$708.79	CA	2019-02-01	\$342.56	5 year straight line
4	Laptop	Dell Inspiron 13 laptop	Dell Inspiron 7000 13.3" FHD (1920 x 1080) Touchscreen 2 in 1 convertible Laptop, Intel Core i7-8550U, 8GB, 256GB SSD, HDMI	Amazon	2016-06-03	1	\$715.35	\$715.35	CA	2019-02-01	\$369.60	5 year straight line
5	Laptop	Dell Inspiron 13 laptop	Dell Inspiron 13 17359 8408SLV Signature Edition 2 in 1 PC	Microsoft Store	2016-09-05	1	\$768.16	\$768.16	CA	2019-02-01	\$408.62	5 year straight line
6	Laptop	Dell Inspiron 13 laptop	Dell Inspiron 13 17359 8408SLV Signature Edition 2 in 1 PC	Microsoft Store	2016-11-28	1	\$775.80	\$775.80	CA	2019-02-01	\$439.62	5 year straight line
7	Laptop	Dell Inspiron 13 laptop	Dell Inspiron 173598404SLV 13.3 inch 2in1 Touchscreen Laptop (6th Generation Intel Core i7, 8 GB RAM, 256 GB SSD)	Amazon	2017-05-29	1	\$687.37	\$687.37	CA	2019-02-01	\$458.25	5 year straight line
8	Laptop	Adorama Laptop	Laptop for Label Printing	Adorama	2017-05-29	1	\$389.99	\$389.99	VA	2019-02-01	\$259.99	5 year straight line
9	Laptop	Dell Inspiron 13 laptop	Dell Inspiron 173598404SLV 13.3 inch 2in1 Touchscreen Laptop (6th Generation Intel Core i7, 8 GB RAM, 256 GB SSD)	Amazon	2017-08-10	1	\$680.00	\$680.00	CA	2019-02-01	\$487.33	5 year straight line
10	Laptop	Lenovo FLEX 5 Laptop	Lenovo FLEX 5 14 Laptop Computer 7th Gen Intel i5	Costco	2017-11-07	2	\$947.99	\$1,895.98	VA	2019-02-01	\$1,300.25	5 year straight line
11	Laptop	Lenovo FLEX 5 Laptop	Lenovo FLEX 5 14 Laptop Computer 7th Gen Intel i5 256GB SSD 8GB DDR4 Integrated Intel HD Graphics 620 with Windows 10	Staples.com	2017-11-25	7	\$614.79	\$4,303.53	VA	2019-02-01	\$3,298.37	5 year straight line
12	Laptop	Dell Laptop	Dell i5379 Laptop	Costco	2017-12-04	1	\$741.99	\$741.99	VA	2019-02-01	\$581.23	5 year straight line
13	Laptop	Lenovo FLEX 5 Laptop	Lenovo FLEX 5 80XA0000US 14 Laptop Computer 7th Gen Intel i5 256GB SSD 8GB DDR4 Win 10 Integrated Intel HD Graphics 620	Staples.com	2018-02-27	5	\$914.79	\$3,073.95	VA	2019-02-01	\$2,510.39	5 year straight line
14	Laptop	Lenovo FLEX 5 Laptop	Lenovo FLEX 5 80XA0000US 14" Laptop Computer (7th Gen Intel i5 256GB SSD, 8GB DDR4, Win 10 Integrated Intel HD Graphics 620)	Staples.com	2018-03-16	2	\$855.49	\$1,710.98	CA	2019-02-01	\$1,082.48	5 year straight line
15	Laptop	Lenovo Laptop	Lenovo ThinkPad Laptop	Costco	2018-06-27	1	\$1,588.99	\$1,588.99	VA	2019-02-01	\$1,404.48	5 year straight line
16	Laptop	Lenovo Flex6 Laptop	Lenovo Flex 6 Series 2-in-1 Touchscreen Laptop - Intel Core i3	Costco.com	2018-09-15	2	\$559.94	\$1,119.87	VA	2019-02-01	\$1,045.21	5 year straight line
17	Laptop	Lenovo Flex6 Laptop	Lenovo Flex6 Laptop	Costco	2018-09-19	6	\$529.99	\$3,179.94	VA	2019-02-01	\$2,987.94	5 year straight line
18	Laptop	Lenovo Flex6 Laptop	Lenovo Flex6 Laptop	Costco	2018-09-22	6	\$529.99	\$3,179.94	VA/CA	2019-02-01	\$2,987.94	5 year straight line
19	Monitor	Sony Monitor	SONY - 1000X MKII Monitor	Bestbuy	2018-03-18	1	\$370.99	\$370.99	VA	2019-02-01	\$309.16	5 year straight line
20	Printer	HP Printer	HP - LaserJet Pro m402n Black-and-White Printer - Gray	Bestbuy.com	2017-11-18	3	\$169.59	\$508.77	VA	2019-02-01	\$390.06	5 year straight line
21	Printer	HP Printer	HP LaserJet PrinterMFP N28	Bestbuy	2018-03-18	1	\$349.79	\$349.79	VA	2019-02-01	\$291.49	5 year straight line
22	Fiber Tester	Fiber SMA Fiber Tester	Fiber Networks FTIC2000 SimpleFiber Pro Singlemode Fiber Verification Kit, Fiber Tester	Amazon	2018-03-02	1	\$2,760.23	\$2,760.23	VA	2019-02-01	\$2,300.19	5 year straight line
23	Fiber Tester	Fiber MPO Tester	Fiber Networks MFTK1400 MultiFiber Pro Testing and Inspection Kit	Amazon	2018-10-24	1	\$10,290.59	\$10,290.59	VA	2019-02-01	\$9,776.06	5 year straight line
24	Office Furniture	Office Chair	Bonum Executive Office Chair Thick Padding Big & Tall 500lb Capacity Size	Amazon	2018-06-02	1	\$208.98	\$208.98	VA	2019-05-01	\$191.57	10 year straight line
25	Office Furniture	Office Chair / Desk	Mesh Task Chair Chairs: 4, Desk:5	Costco	2018-06-02	1	\$1,199.40	\$1,199.40	VA	2019-05-01	\$1,099.45	10 year straight line
26	Office Furniture	Office White board (small)	Quartet Whiteboard, 3' x 4' Dry Erase Board, White Board with Aluminum Frame	Amazon	2018-06-07	1	\$66.77	\$66.77	VA	2019-05-01	\$61.21	10 year straight line
27	Office Furniture	Office White board	Quartet Whiteboard, 4' x 6', Aluminum Frame	Amazon	2018-07-16	1	\$159.00	\$159.00	VA	2019-05-01	\$147.08	10 year straight line
28	Office Furniture	Boarding room table	Modern Boat Shaped 10' Feet Conference Table, OF-CON-C57	Amazon	2018-08-24	1	\$1,399.00	\$1,399.00	VA	2019-05-01	\$1,305.73	10 year straight line
29	Office Furniture	Office Chairs	Mesh Task Chair : 6	Costco	2018-08-24	6	\$81.50	\$489.02	VA	2019-05-01	\$456.42	10 year straight line
<b>Total</b>											<b>\$37,281.29</b>	

Asiacom Americas Inc.

 Name (print), Position:  
Ben Tao Yuan, CEO

 Signature:  
Date: 9/5/2019

CAMIWell Inc. (USA)

 Name (print), Position:  
Benlin Yuan, President

 Signature:  
Date:

09/05/2019



CERTIFICATION

I, Connie Chen, am a court interpreter/translator, California Judicial Council #700105, member of American Translators' Association (ATA); Northern California Translators' Association (NCTA) and National Judicial Interpreters and Translators (NAJIT).

I certified that I have reviewed the following English translation along with their corresponding Simplified Chinese documents pertaining to Asiacom Americas Inc. (USA) and CAMiWell Inc., that were provided to me for accuracy and correctness to the best of my knowledge and abilities.

Email correspondences dated November 20, 2018 between Benlin Yuan and Feng Wang;

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This Certification is signed on the 23rd day of June, 2024, County of Santa Clara, State of California.

*Connie Chen*

Connie Chen  
Judicial Council # 700105

**Device and Asset Transfer  
Agreement**

Asiacom Americas Inc.

Address: 21400 Ridgetop Circle, Suite 180, Sterling, VA, 20166, USA

Telephone: +1(703)517-7818

Email: [contact@asiacom-americas.com](mailto:contact@asiacom-americas.com)

CAMiWell Inc. (USA)

Address: 5201 Great America Pkwy., Suite 320, Santa Clara, CA, 95054, USA

Telephone: +1(571)388-8797

Email: [byuan@camowell.com](mailto:byuan@camowell.com)

Asiacom Americas Inc. (hereinafter referred to as Party A) and CAMiWell Inc. (USA) (hereinafter referred to as referred to as Party B), agree to the following terms and conditions regarding transfer part of Party B's electronic devices and equipment, and part of the assets such as furniture to Party A:

1. This agreement is effective from the date of both parties' signatures to the date when Party A pays the money.
2. After execution of this Agreement, Party B shall be responsible for providing an inventory list of equipment and asset transferred, relevant information shall include but not limited to, equipment's name, model, number, original date of purchase, vendor, purchase price, purchase invoice (copy), storage location; Party A shall be responsible for check inventory on site, and both parties will sign off the inventory list.
3. The amortization of electronic devices will be calculated based on 5 year (5 year straight line), amortization for office furniture will be calculated based on 10 years (10 year straight line). Actual transfer price will be calculated based on amortization years and original purchase price.
4. The transfer date for electronic equipment was February 1, 2019, office furniture transfer date was May 1, 2019.
5. The final transfer price in this Agreement, will be calculated based on final confirmed equipment and asset inventory list.
6. Party B will issue formal invoice to Party A. Party A will pay, within 30 days up receipt of Party B invoice, one time transfer price for Party B equipment and asset.
7. This Agreement has two copies, and will become effective upon execution by both parties. Each party will keep one copy, and each copy has same legal effect.
8. The final confirmed inventory list (including transfer price), will be an attachment to this Agreement, with same legal effect as the main agreement.

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Asiacom Americas Inc.

CAMiWell Inc. (USA)

Signature:

Signature:

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Name (print), Position:

Name (print), Position:

Ben Tao Yuan, CEO

Benlin Yuan, President

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Date: 5/5/2019

Date:

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05/05/2019

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# Exhibit C

**CAMiWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,

Mississauga, ON L5M 5S1, Canada

Phone: +1(416)640-8325

**INVOICE**

DATE (发票日期):

2018-09-18

INVOICE # (发票编号):

CI\_2018\_119

**Bill To:**

Beijing Asiacom Info Technology Co., Ltd

北京亚康万玮信息技术有限公司

**For:**

Ali USA IDC Cabling Project Service ( Jan 2018 to Jul 2018)

阿里美国IDC机房网络布线项目服务 (2018年1月至7月)

Floor 8 Chuangfu Building, Block 18 Danling St.,

Haidian Nan Rd., Haidian District, Beijing, P.R. China, 100080

北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)

Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

SALES DESCRIPTION (产品/服务内容)	AMOUNT (金额)
Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Balance Payment) 阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付) (2018年1月至7月31日交付完成的项目) (费用余款)	325,910.84
<b>CAMiWell 美元帐户电汇信息:</b> 帐户名: CAMiWell Inc 帐户货币: 美元 帐号: <span style="background-color: black; color: black;">XXXXXXXXXX</span> 开户银行: Bank of Montreal (加拿大蒙特利尔银行) 开户银行地址: 2825 Eglinton Ave. West, Mississauga, ON, L5M 6J3 Canada BMO SWIFT BIC Code: BOFMCAM2 BMO本地清算号: CC000139782	
Subtotal (小计)	\$325,910.84
HST (税)	\$0.00
<b>TOTAL(总计) (美元)</b>	<b>\$325,910.84</b>

If you have any questions concerning this invoice, contact us at [accounting@camiwel.com](mailto:accounting@camiwel.com)如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwel.com](mailto:accounting@camiwel.com)

Signature (签字):



THANK YOU FOR YOUR BUSINESS!

谢谢合作!

**CAMiWell Inc.**

(加拿大凯威公司)

HST#: 83592 5777 RT0001

5946 Dalebrook Cres.,  
Mississauga, ON L5M 5S1, Canada  
Phone: +1(416)640-8325

**INVOICE**

DATE (发票日期):  
2018-08-15

INVOICE # (发票编号):  
CI\_2018\_116

**Bill To:**

Beijing Asiacom Info Technology Co., Ltd  
北京亚康万玮信息技术有限公司

**For:**

Ali USA IDC Cabling Project Service ( Jan 2018 to Jul 2018 )  
阿里美国IDC机房网络布线项目服务 (2018年1月至7月)

Floor 8 Chuangfu Building, Block 18 Danling St.,  
Haidian Nan Rd., Haidian District, Beijing, P.R.China, 100080  
北京市海淀区海淀南路丹棱街18号创富大厦8层(100080)  
Phone(电话): +86(10)-58834060

Currency(货币): US\$(美元)

SALES DESCRIPTION (产品/服务内容)	AMOUNT (金额)
Ali USA IDC Cabling Service (Project Management, Technical Support, Installation, Test and Troubleshooting, Delivery) (Completed between Jan 2018 and Jul 2018) (Partly Payment) 阿里美国IDC机房布线工程 (项目管理, 技术支持, 项目实施, 测试和故障排查, 项目验收交付) (2018年1月至7月31日交付完成的项目) (部分费用)	\$350,000.00
<p><u>CAMiWell 美元帐户电汇信息:</u>  帐户名: CAMiWell Inc.  帐户货币: 美元  帐号: <span style="background-color: black; color: black;">XXXXXXXXXX</span>  开户银行: Bank of Montreal (加拿大蒙特利尔银行)  开户银行地址:  2825 Eglinton Ave. West  Mississauga, ON, L5M 6J3  Canada  BMO SWIFT BIC Code: BOFMCAM2  BMO本地清算号: CC000139782</p>	
Subtotal (小计)	\$350,000.00
HST (税)	\$0.00
<b>TOTAL(总计) (美元)</b>	<b>\$350,000.00</b>

If you have any questions concerning this invoice, contact us at [accounting@camiwel.com](mailto:accounting@camiwel.com)  
如对发票有任何问题, 请通过邮件与我们联系: [accounting@camiwel.com](mailto:accounting@camiwel.com)

Signature (签字)



THANK YOU FOR YOUR BUSINESS!  
谢谢合作!

**EXHIBIT B**

**REDLINE VERSION OF PROPOSED VERIFIED SECOND  
AMENDED DERIVATIVE COMPLAINT**



James Cai (SBN 200189)  
[jcai@sacattorneys.com](mailto:jcai@sacattorneys.com)  
 Brian A. Bamhorst (SBN 130292)  
[bbamhorst@sacattorneys.com](mailto:bbamhorst@sacattorneys.com)  
 Dennis Chin (SBN 236466)  
[dchin@sacattorneys.com](mailto:dchin@sacattorneys.com)  
 SAC ATTORNEYS LLP  
 1754 Technology Drive, Suite 122  
 San Jose, California 95110  
 Telephone: (408) 436-0789

Attorneys for Plaintiff and Counter-Defendant Jinju Zhang

UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

JINJU ZHANG, an individual;

Plaintiff,

vs.

BENLIN YUAN, an individual; HONG LIN,  
 an individual; CAMIWELL, INC., a California  
 corporation; CAMIWELL, INC. (CANADA),  
 a Canadian corporation; BEIJING ASIACOM  
 INFORMATION TECHNOLOGY CO., LTD.,  
 a Chinese corporation; ASIACOM  
 AMERICAS, INC., a Virginia corporation;  
 BANK OF AMERICA CORPORATION, a  
 National Association; and DOES 1 to 20,  
 inclusive,

Defendants.

Case No.: 3:23-cv-05818-CRB

[PROPOSED] **VERIFIED** SECOND  
 AMENDED COMPLAINT

1. CONVERSION
2. BREACH OF FIDUCIARY DUTY
3. FRAUD (CONCEALMENT)
- ~~3-4.~~ **FRAUD (INTENTIONAL MISREPRESENTATION)**
- ~~4-5.~~ UNJUST ENRICHMENT
- ~~5-6.~~ UNJUST ENRICHMENT
- ~~6-7.~~ COMMON COUNTS: MONEY HAD AND RECEIVED
- ~~7-8.~~ COMMON COUNTS: MONEY HAD AND RECEIVED
- ~~8-9.~~ PRELIMINARY INJUNCTION
- ~~9-10.~~ DECLARATORY RELIEF
- ~~10-11.~~ BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALINGS

AND RELATED CROSS-ACTIONS

[PROPOSED] **VERIFIED** SECOND AMENDED DERIVATIVE COMPLAINT

Comes now the Plaintiff, JINJU ZHANG ("Plaintiff" or "Zhang"), and alleges for himself and derivatively on behalf of nominal defendant CAMIWELL, INC. (formerly Camiwell, LLC; "Camiwell U.S."), as follows:

#### THE PARTIES

1. Plaintiff Zhang is an individual residing in Conroe, Texas<sup>4</sup>, TX, formerly residing in Santa Clara County, CA.

2. Plaintiff is informed and believes and, based thereon, alleges that Defendant BENLIN YUAN ("Yuan") is an individual residing in Mississauga, Ontario, Canada, and was at all relevant times conducting business in Santa Clara County, California. Plaintiff is informed and believes, and thereon alleges that Defendant Yuan was and is, at all relevant times, was the CEO of Camiwell, Inc. ("Camiwell U.S."), and holds 40% of the shares of Camiwell U.S., that he was and is an employee and/or agent of Defendant BEIJING ASIACOM INFORMATION INFORMATION TECHNOLOGY CO., LTD ("Asiacom China"), as its key business manager manager in charge of its businesses in the U.S. and Canada; and that he was and is the spouse of Defendant HONG LIN ("Lin").

3. Plaintiff is informed and believes and, based thereon, alleges that Defendant HONG LIN ("Lin") is the spouse of Yuan, and is an individual residing in Mississauga, Ontario, Canada, and was at all relevant times conducting business in Santa Clara County, California. Lin, that she is the spouse of Yuan, and that, at all relevant times, she owned at most 25% of the shares of Camiwell, U.S.

4. Plaintiff is informed and believes and, based thereon, alleges that nominal Defendant CAMIWELL, INC. ("Camiwell U.S."), is and, at all times relevant to this action, was a California corporation conducting business in Santa Clara County, California, with its principal place of business in Santa Clara County, California.

<sup>4</sup> Previously, Mr. Zhang resided in Santa Clara County, California.

5. Plaintiff is informed and believes and, based thereon, alleges that Defendant CAMIWELL, INC. (CANADA) ("Camiwell Canada"), is and, at all times relevant to this action, was a Canadian corporation conducting business in Santa Clara County, California.

6. Plaintiff is informed and believes and, based thereon, alleges that ~~Defendant BEIJING ASIACOM INFORMATION TECHNOLOGY CO., LTD.~~ ("Asiacom China"), was and is a Chinese information technology services company headquartered in Beijing, China, that provides IT services (such as network cabling and server operation and maintenance in data centers for major ~~customers~~ customers such as Alibaba and Didi, ~~in China and US~~) throughout China and in California, including in this judicial district. At all relevant times, Yuan was and is Asiacom China's key business manager and agent and/or employee, ~~at all relevant times~~, in charge of business in the U.S. and Canada is Defendant Yuan.

7. Plaintiff is informed and believes and, based thereon, alleges that Defendant ASIACOM AMERICAS, INC. ("Asiacom ~~U.S.~~ Americas"), is a Virginia corporation wholly owned by Asiacom China; and that, at all times relevant, it was and is conducting business in Santa Clara County, California, through its key business manager and agent and/or employee, Yuan.

8. Plaintiff is informed and believes and, based thereon, alleges that Defendant BANK OF AMERICA CORPORATION ("B of A") is a National Association, and, at all times relevant, was and is conducting business in Santa Clara County, California.

9. Plaintiff is informed and believes and, based thereon, alleges that, at all relevant times, each of the Defendants other than B of A, or some of them, were the partners, agents, servants, and/or employees of one or more of the other said Defendants and, in doing the things hereafter alleged, were acting within the scope of said Defendants' authority such as a partner, agent, servant, and/or employee and with the permission and consent of the other Defendants.

#### JURISDICTION AND VENUE

10. The Court has subject matter jurisdiction over this matter and its California state law claims pursuant to 28 U.S.C. §§ 1332 and 1367.

11. The Court has personal jurisdiction over Defendants because they purposefully availed themselves of the benefits and protections of the laws of the State of California and the United States and have substantial minimum contacts ~~to with~~ and business in this judicial district:

- i) The Court has personal jurisdiction ~~over~~ Defendants Yuan and Lin, who have purposefully availed themselves ~~to of~~ the benefits and protections of the laws of the State of California as owners of Camiwell U.S., ~~a California corporation~~.
- ii) The Court has personal jurisdiction over Camiwell U.S., ~~a California corporation~~ with a principal place of business in Santa Clara County, California, ~~as it which has~~ purposefully availed itself ~~to of~~ the benefits and protections of the laws of the State of California by registering ~~it-sits~~ corporate status with the ~~Office of the California Secretary of State's Office State~~.
- iii) The Court has personal jurisdiction over Asiacom ~~U.S. Americas~~ as it purposefully availed itself ~~to of~~ the benefits and protections of the laws of the State of California ~~with by~~ its filing of ~~a~~ corporate status ~~registered with the~~ ~~Office of the California Secretary of State's Office State~~ to do business in the State of California, and ~~paid by paying~~ taxes to the California Franchise Tax Board to keep its corporate status active in the State of California. Asiacom ~~U.S. Americas~~ has sufficient minimum contacts with the State of California by conducting business ~~in the County of Santa Clara, California~~, through ~~it-sits~~ key business manager and ~~agent and/or employee Defendant Yuan in the County of Santa Clara, California~~.
- iv) The Court has personal jurisdiction over Camiwell Canada ~~as it has due to its~~ sufficient minimum contacts with the State of California ~~as it shares because, at all times relevant, it shared with Camiwell U.S.~~ the same website, same customers, and same ownership (except for Zhang, who ~~does is~~ not ~~own an owner of~~ Camiwell Canada) ~~as Camiwell U.S.~~, and ~~performs performed~~ the same business services and ~~utilizes utilized~~ the same or substantially similar employees as Camiwell U.S., which has a principal place of business in Santa Clara

County, California. As CEO of Camiwell Canada, Defendant Benlin Yuan (Yuan) managed all projects and sent out emails to his employees directing them to work in California. On a systematic and quarterly basis, Yuan and his employees traveled to California for work and lived in Plaintiff's house in San Jose, California. As CEO of Camiwell Canada, he actively directed Camiwell U.S. to commit tax fraud by sending out fake invoices for services for consulting that were never rendered and asked Camiwell U.S. to pay share shareholder dividends in the guise of consultant fees.

~~12.~~ The Court has personal jurisdiction over Asiacom China as it purposely availed itself of the protections, privileges, and benefits of the protection of the laws of the State of California when it hired Defendant retained Yuan as its key manager and agent and/or employee in developing and executing Asiacom China's execution of business in the State of California. Asiacom China also had sufficient minimum contacts which were continuous and systematic with the State of California, which, at all relevant times, were continuous and systematic, when it subcontracted its IT work with Camiwell U.S., which accounted for 95% of Camiwell U.S.'s business. The IT work was performed by approximately 35 engineers of Camiwell U.S. in Virginia and 15 engineers in California and at two data centers for network cabling and server maintenance in the Santa Clara, California. As evidenced in an email by Feng Wang, Vice President of Based on Asiacom China in charge of overseas business, Wang thanked Camiwell U.S.'s past years of service and wanted to ensure a smooth transition with Camiwell U.S.'s engineers assisting Asiacom U.S.'s engineers when Asiacom China sets up its own operations in the U.S. See Exhibit A, Email from Feng Wang dated November 20, 2018 with translation from Chinese to English.

- v) ~~In fact China's conduct as alleged herein, this representation was untrue since Asiacom U.S. immediately thereafter conjured a secret plan with Yuan and his brother Ben Tao Yuan to raid Camiwell U.S. by hiring away (instead of transitioning to work to Asiacom U.S.'s own engineers, because there was none) all of approximately 50 of its engineers (15 of whom were working in data centers located in Santa Clara County, California) and looting almost all of~~



~~Camiwell U.S.'s equipment and assets for a nominal amount of \$37,000. This Court's exercise of jurisdiction over the Defendants Asiacom China would comport with traditional notions of fair play and substantial justice.~~

~~12. The amount in controversy exceeds \$75,000 exclusive of interest and costs.~~

13. Venue is proper in the Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events and omissions giving rise to the claims alleged ~~in this First Amended Complaint~~ occurred in Santa Clara, California, and the Northern District of California. Also, the core business and assets at issue ~~in this First Amended Complaint~~ were and are primarily in this judicial district.

~~14. The amount in controversy exceeds \$75,000 exclusive of interest and costs.~~

#### ALTER EGO ALLEGATIONS

14. ~~15.~~ Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin, Camiwell Canada, and Asiacom ~~U.S. is Americas are~~ and, at all times ~~since~~ since its formation, were the alter egos of each other; there was a unity of ownership and interest by ~~and~~, between, ~~and~~ among said Defendants Yuan, Lin, Camiwell Canada, and Asiacom U.S. such that any separateness between them has never existed ~~and/or has ceased to exist.~~

15. Yuan and Lin ~~own and~~, at all relevant times, owned Camiwell Canada ~~concealing from~~ Plaintiff Zhang. Yuan, while being CEO of ~~is informed and believes, and based thereon, alleges that~~ Camiwell Canada was formed and operated with inadequate capitalization, had no employees, and failed to respect corporate formalities.

16. Yuan and Lin were the directors of Camiwell Canada from the time of its formation. In January of 2019, Lin was removed as a director and was replaced by Feng Wang and Jiang Xu. Plaintiff Camiwell U.S. is informed and believes, and based thereon, alleges that Feng Wang and Jiang Xu are two members of senior management of Asiacom China and Asiacom Americas.

Without Plaintiff's knowledge or consent, while CEO of Camiwell U.S., and at the direction of Asiacom China, Yuan secretly incorporated Asiacom U.S. ~~(Americas)~~ with his brother Ben Tao Yuan as its CEO, as a subsidiary ~~for of~~ Asiacom China and as a competitor of Camiwell U.S.; together, Yuan, Ben Tao Yuan, Lin, and Asiacom U.S. carried out a secret corporate raid plan against Camiwell U.S., by hiring away all its engineers and acquiring all its assets for the nominal amount of \$27,000 (pursuant to a secret

1 contract signed by Yuan as President of Camiwell U.S. and his brother Ben Tao Yuan as CEO of Asiacom  
2 U.S.).

3 16. U.S. Plaintiff is informed and believes, and based thereon, alleges that Defendants Camiwell  
4 Canada and Asiacom U.S. were Americas was formed and operated with inadequate capitalization, had  
5 no employees, and failed to respect other corporate formalities that would indicate a separate existence  
6 from each other.

7 17. Plaintiff is informed and believes, and based thereon, alleges that Camiwell Canada and  
8 Asiacom Americas had no separate existence even before Asiacom China Americas acquired Camiwell  
9 Canada in May of 2019.

10 17-18. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin,  
11 Camiwell Canada, and Asiacom U.S. Americas commingled and failed to segregate the funds and assets  
12 of each other from their own and treated the assets and funds nominally belonging to each other as their  
13 own funds.

14 18-19. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin  
15 have controlled, dominated, managed, and operated Camiwell Canada since its formation for their  
16 benefit from the time of its formation until January of 2019, when Asiacom China effectively took  
17 control, and then ultimately acquired it in May of 2019.

18 19-20. Plaintiff is informed and believes, and based thereon, alleges that Defendants Yuan and Lin,  
19 together with Asiacom China, have controlled, dominated, managed, and operated Asiacom  
20 U.S. Americas since its formation for their benefit.

21 20-21. Plaintiff is informed and believes, and based thereon, alleges that Defendant Camiwell Canada  
22 and Asiacom U.S. Americas is, and at all times mentioned was, a mere shell, instrumentality and  
23 conduit through which Defendants Yuan and Lin carry carried on their activities. Defendants Yuan and  
24 Lin exercised and continue to exercise such complete control and dominance of the activities of  
25 Defendant Camiwell Canada and Asiacom U.S. Americas that any individuality or separateness of them  
26 do not, and all relevant times did not, exist. Plaintiff is informed and believes, and based thereon,  
27 alleges that Defendant Camiwell Canada and Asiacom U.S. Americas existed and exist solely to ensure  
28 that Defendants Yuan and Lin remain "judgment proof."

22. Plaintiff is informed and believes, and based thereon, alleges that Asiacom China caused Asiacom Americas to be created solely to insulate itself from liability in the US and Canada. 24-23. Adherence to the fiction of the separate existence of Defendants Asiacom China, Asiacom Americas, Camiwell Canada, Asiacom U.S., Yuan, and Lin as entities distinct from each other would permit an abuse of privileges against liability afforded to companies and corporations, and would result in unfairness to Plaintiff and an inequitable result. It would promote injustice by allowing said Defendants Camiwell Canada, Asiacom U.S., Yuan, and Lin to evade liability and/or to veil assets that should in equity be used to satisfy the judgment sought by Plaintiff in this action.

#### GENERAL ALLEGATIONS

24. Camiwell U.S. is an information technology company based in Santa Clara, California. At all times relevant, the directors were and are Zhang, Yuan, and Lin; the officers were Zhang, Yuan, and Lin; the officers were and are Zhang, Yuan, and Hui Sun ("Sun"); the shareholders were and are Yuan (40%), Zheng (35%), and Lin (25%). Lin and Yuan are married and therefore jointly control 65% of the equity of Camiwell U.S. Plaintiff is informed and believes, and based thereon, alleges that Camiwell Canada is located in Mississauga, Ontario, Canada; it was incorporated by Yuan Yuan and Lin formed Camiwell Canada on or about 12/5/13, and were initially the sole owners and directors. 25. Zhang formed Camiwell U.S. initially as a Delaware LLC on 9/16/14; on or about 6/8/2018, it was converted into a California corporation. At all times relevant, the directors were and are Zhang, Yuan, and Lin; the officers were and are Zhang, Yuan, and Hui Sun; the shareholders were and are Yuan (40%), Zheng (35%), and Lin (25%). As husband and is owned exclusively by wife, Yuan and Lin initially, jointly control 65% of the equity of Camiwell U.S.

////

22. Camiwell U.S. did not have much business when it started is an information technology company based in Santa Clara, California. Beginning in 2014.

23. In December of 2015, Camiwell U.S.'s business started to grow.

24-26. From 2016 to 2017, Camiwell U.S.'s business continue began to grow. This trend continued through 2016 and 2017; however, Yuan was unwilling to provide business operation data and contract information.



25-27. In the early months of 2018, Yuan refused to provide business and accounting records to Zhang and told Zhang there were no written contracts and only verbal agreements with Asiacom China, its major customer.

28. ~~After~~In or about May of 2018, Yuan told Zhang that Asiacom China wanted to merge with Camiwell U.S., but he refused to disclose to Zhang any concrete terms ~~and/or~~ conditions. ~~Therefore, Zhang responded in the negative for~~Due to this lack of ~~visibility—transparency, Zhang refused to~~ consent to the merger.

26-29. Yuan next suggested that Camiwell U.S. be sold to Camiwell Canada ~~(a company that, which~~ Yuan and Lin owned), and that they would then sell Camiwell Canada to Asiacom China.

27-30. A few days later, Asiacom China offered to purchase Camiwell U.S. ~~and let, proposing that~~ Yuan would be in charge of the Virginia office and do business in the East Coast, ~~and while~~ Zhang would be in charge of the California site and do business in the West Coast. Zhang refused, and the merger negotiations ended.

28-31. Until the end of 2018, Camiwell U.S.'s main customer was ~~Defendant~~ Asiacom China, which is a contractor for large Chinese technology companies such as Alibaba (China's equivalent of Amazon) and Didi (Uber), providing mainly local data center server operation and maintenance and network cabling services. Asiacom China would subcontract its IT work to Camiwell U.S. through various service contracts accounting for about 95% of Camiwell U.S.'s business. The IT work was performed by approximately ~~fifty~~35 engineers ~~of Camiwell U.S., approximately fifteen of whom were working in~~ Virginia and 15 engineers in California at two data centers for network cabling and server maintenance in Santa Clara, California.

32. On November 20, 2018, Feng Wang, General Manager and Vice President of Asiacom China in charge of overseas business, sent an email ~~and thanked~~ to Camiwell U.S. thanking Yuan and ~~Plaintiff~~ Zhang for Camiwell U.S.'s past years of service and advising that Asiacom China "plans to set up a US subsidiary, to undertake onsite service business for US customers starting January 1, 2019 . . . ." He wanted to ensure a smooth transition ~~with, and stated, "During the transition, US~~ Camiwell U.S.'s ~~onsite engineers assisting will assist~~ Asiacom U.S.'s US onsite engineers ~~when Asiacom China set~~

1 up its own operations in the to complete onsite operation maintenance.” A true copy of that email, with  
 2 translation from Chinese to English, is appended as Exhibit A hereto.

3 29-33. In fact, as detailed below, this representation was untrue. Asiacom China had no onsite  
 4 engineers, and “Asiacom US” (which did not yet exist; see next paragraph) had none, either. Rather,  
 5 Yuan conspired with Asiacom China to hire away Camiwell U.S. engineers and to acquire Camiwell  
 6 U.S. equipment and assets for a nominal sum.

7 34. The day after Wang’s email—November 21, 2018—a company named UCC Retrievals, Inc.,  
 8 “pursuant to instructions of counsel,” submitted for filing with the Corporation Commission of the  
 9 Commonwealth of Virginia the Articles of Incorporation for Asiacom Americas Inc. The sole  
 10 incorporator was Ruming Liu, Plaintiff is informed and believes, and, based thereon, alleges that Ms.  
 11 Liu is an attorney in Sunnyvale, CA (SBN 282062). According to the Articles of Incorporation, the  
 12 initial directors were Ben Tao Yuan, the brother of Defendant Yuan; Feng Wang, the aforementioned  
 13 General Manager of Asiacom China; and Jiang Xu. Plaintiff is presently unaware of Mr. Xu’s  
 14 capacity, but he appears to be with Asiacom China; he was cc’d (at qxu@asiacom.net.cn) on the email  
 15 from Wang and both he and Wang list the same address in Beijing. Plaintiff had no contemporaneous  
 16 knowledge of this filing.

17 30-35. On November 24, 2018, at a Camiwell U.S. shareholder meeting, Yuan told Plaintiff Zhang that  
 18 he would be fully loyal to Camiwell U.S. and not do anything that would be competitive against  
 19 Camiwell U.S.ij.

20 31. On November 26, 2018, after the failure of the attempted acquisition of Camiwell U.S. and  
 21 concealing from Plaintiff, Asiacom China in collusion with Yuan incorporated Asiacom U.S. as its  
 22 subsidiary, with Yuan’s brother Ben Tao Yuan acting as its CEO, using the Camiwell’s address in  
 23 Virginia as its office in U.S.

24 36. Concealing from Plaintiff and contrary to the promise of Feng Wang for a professional and  
 25 cooperative transition of business, Asiacom U.S., through Yuan The effective date of the Certificate of  
 26 Incorporation of Asiacom Americas Inc. was November 26, 2018. Its initial address listed in the  
 27 Articles of Incorporation was 45800 Amsterdam Terrace, #36, Dulles, VA 20166400 Shookoe Ship 2d  
 28 Floor, Richmond, VA, which was the business address for Camiwell U.S.

37. On November 30, 2018, Ben Tao Yuan signed and caused to be filed with the California Secretary of State a Statement and Designation by Foreign Corporation for Asiacom Americas Inc.

38. On January 30, 2019, Defendant Lin was replaced on the board of Camiwell Canada by Feng Wang and Jiang Xu.

39. On or about May 5, 2019, Ben Tao Yuan, as CEO of Asiacom Americas, and his brother Ben Tao Yuan as CEO of Asiacom U.S., carried out a secret corporate raid plan by hiring almost all 50 of the engineers of Camiwell U.S. (instead of transitioning the work from Camiwell U.S.'s engineers to Asiacom U.S.'s engineers, which were non-existing), and purchasing all of Camiwell U.S.'s equipment necessary for business for the nominal amount of \$37,281.29 pursuant to a Defendant Benlin Yuan, as President of Camiwell U.S., entered into the Device and Asset Transfer Agreement (the "Asset Transfer Agreement") with Yuan signing as President of Camiwell U.S. and his brother Ben Tao Yuan as CEO of Asiacom U.S. See Exhibit B- Device and Asset Transfer Agreement with), a true copy of which, with translation from Chinese to English-

39. Concealing from Plaintiff, Yuan as CEO of Camiwell U.S. signed, is appended as Exhibit B hereto. By the terms of that agreement, Asiacom Americas acquired all of the assets and equipment of Camiwell U.S. for the nominal sum of \$37,281.29. Plaintiff only became aware of the Asset Transfer Agreement, that transferred almost all assets of Camiwell, U.S. to Asiacom U.S., with Yuan's brother signing on behalf via discovery in the State Action (see ¶ 41, *infra*) in or about October of Asiacom U.S. which was and is, at all relevant times, a subsidiary of Asiacom China<sup>2021</sup>.

40. Plaintiff is informed and believes and, based thereon, alleges that Yuan and his brother hold an ownership interest in Asiacom China, and/or Asiacom Americas.

41. In or about 2018, Asiacom China was planning an initial public offering (IPO) of its stock in China.

42. After losing the business of Asiacom China, Yuan began to push Zhang to dissolve Camiwell U.S. Zhang became suspicious of Yuan's motives, and demanded corporate documents of Camiwell

1 U.S. to no avail. On or about July 20, 2020, Zhang initiated a lawsuit in Santa Clara County Superior  
 2 Court (Case No. 20CV368535; the “State CaseAction”) against Yuan, Lin, and Camiwell U.S.<sup>2</sup>

3 ~~37. Plaintiff did not discover the Asset Transfer Agreement until discovery in the State Case took~~  
 4 ~~place in or about October 2021.~~

5 ~~38.42.~~ In or about December 2021, ~~Defendant~~ Asiacom China registered its stock for an initial public  
 6 offering (IPO) in China. According to its Registration Statement (rough English translation), “Due to  
 7 the failure of the acquisition of Camiwell in the United States, on November 26, 2018, the company  
 8 established the U.S. Asiacom to be responsible for the execution of business in the United States. At  
 9 present, the United States and Canada are executed by Asiacom in the United States and Camiwell in  
 10 Canada respectively, and the main business leader is still Benlin Yuan.”

11 43. Only when he downloaded the Registration Statement in October of 2021 did Plaintiff become  
 12 aware of the scheme, as alleged herein, by which the Defendants deprived him of his rights and interest  
 13 in Camiwell U.S.

14 ~~39.~~ According to the Asiacom China IPO-Registration Statement, after Yuan registered the formation  
 15 of Asiacom U.S., Camiwell Canada was acquired by Americas, in or about May of 2019, Asiacom China  
 16 (through its subsidiary in Hong Kong, Rongsheng Hi-Tech) in or about May 2019.

17 ~~40.~~ According to the Asiacom China IPO-registration statement, Yuan and Lin were paid RMB  
 18 10.5705 million (USD and RMB exchange ratio at the time of the Complaint is about 1:7.28) for the sale  
 19 of acquired Camiwell Canada, paying Yuan and Lin over \$1.5 million in June of 2019.

20 ~~44.~~ According to Again, Plaintiff became aware of this only in October of 2021 when he obtained  
 21 the Asiacom China IPO Registration Statement.

22 ~~41.45.~~ According to the Registration Statement, Camiwell Canada diverted Asiacom China’s business  
 23 from Camiwell U.S. to Camiwell Canada, in the amount of RMB 6.5845 million (currently about  
 24 \$905,908) and RMB 3.6031 million (\$495,721) in 2018 and 2019, respectively, while outsourcing to  
 25 Camiwell U.S. to provide the same IT services for no consideration. In other words, Camiwell U.S.

26  
 27  
 28 <sup>2</sup> In September of 2023, the State Case concluded with Zhang accepting separate offers to compromise from Yuan/Lin and Camiwell U.S. pursuant to California Code of Civil Procedure section 998.



1 employees did the work (and thus Camiwell U.S. incurred the expense of their salaries), but Camiwell  
 2 Canada received the income. Plaintiff is informed and believes and, based thereon, alleges that  
 3 Camiwell Canada was able to minimize its own expenses by maintaining a barebones operation with  
 4 only two employees. Plaintiff is further informed and believes and, based thereon, alleges that  
 5 Camiwell Canada's actions were at the direction of Asiacom China and/or Asiacom Americas.  
 6 42-46. This scheme enabled Yuan and Lin to maximize their profit (approximately \$1.4 million)  
 7 through Camiwell Canada at the expense of Camiwell U.S., and enabled them to subsequently sell  
 8 Camiwell Canada to Asiacom China for over \$1.5 million ~~dollars~~. None of said information and facts  
 9 were available to Zhang at the time he filed the State CaseAction, and the same were not alleged as part  
 10 of his claims in that action.

11 43-47. Following the 998 offers and acceptances in the State CaseAction, Yuan and Lin resumed their  
 12 looting and assault on Camiwell U.S.

13 44-48. On September 28, 2023 (less than a week after the 998 offers were accepted), without Zhang's  
 14 knowledge or consent, Yuan and Lin filed a Certificate of Election to Wind Up and Dissolve Camiwell  
 15 U.S. without Zhang's knowledge or consent.<sup>24</sup>

16 45-49. Next, they Yuan and Lin made three separate and unauthorized withdrawals totaling almost  
 17 \$672,000 from Camiwell U.S.'s account at Bank of America (account number 3251 1222 0628), all  
 18 without Zhang's knowledge or consent, as follows:

- a. \$162,500 transfer to a Canadian company controlled by Yuan called SeinalScinall  
 Inc., Canada.

<sup>2</sup> Plaintiff is informed and believes and, based thereon, alleges that the dissolution has not yet occurred because Camiwell's two remaining creditors have not yet been paid, the final tax returns have not yet been filed, and the balance of funds remaining after payment of the creditors has not yet been disbursed to shareholders. Camiwell Inc. currently has \$211,741.01 in funds left. These funds, along with any derivative recoveries that may be obtained in the District Court action, are its only remaining assets. Its only remaining creditors are its accountant (\$50,000) and its CPA (\$7,709.90), plus any additional fees that may be incurred in filing the final returns.

<sup>4</sup> Plaintiff is informed and believes and, based thereon, alleges that the dissolution of Camiwell U.S. has not yet occurred because its two remaining creditors—its accountant (\$50,000) and its CPA (\$7,709.90)—have not yet been paid, the final tax returns have not yet been filed, and the balance of funds remaining after payment of the creditors has not yet been disbursed to shareholders. Camiwell U.S. currently has \$211,741.01 in funds left. These funds, along with any derivative recoveries that may be obtained in the instant action, are its only remaining assets. Its only remaining payables are to its two creditors plus any additional fees that may be incurred in filing the final returns.

b. \$200,000 in the form of a cashier's check payable to an unknown recipient

c. \$309,438 in the form of cashier's check payable to an unknown recipient

~~46-50.~~ Even Camiwell U.S.'s own counsel in the State ~~Case~~Action, Attorney Marie Quashnock, recognized the above-referenced funds transfer as "unauthorized" and requested, to no avail, "that Mr. Yuan immediately return all funds to Camiwell's accounts."

~~47-51.~~ Plaintiff is informed and believes and, based thereon, alleges that, absent Court intervention, Yuan and Lin plan to make even more unauthorized transactions, without ~~Zhan's~~Zhang's consent and inconsistent with the law and good business practices.

~~48-52.~~ Ordinarily, Zhang would make a demand to the Board of Directors for Camiwell U.S. to take action against Yuan and Lin to return the funds and profits back to Camiwell U.S.; however, such demand would be futile and is excused by the fact that, as holders of a majority interest in Camiwell U.S. and being two of the three directors, Yuan and Lin could decline to take any such action. Indeed, after the 998 offers were accepted, Zhang demanded return of the funds, through his counsel to counsel for Yuan and Lin, to no avail. ~~Even the request from Camiwell U.S.'s own counsel, hired by Yuan and Lin themselves, to return funds to Camiwell U.S. was rebuffed by counsel for Yuan and Lin.~~

## FIRST CAUSE OF ACTION

### Conversion

*(Derivatively by Camiwell U.S. against Defendants Yuan and Lin)*

~~49-53.~~ Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-~~49~~52 as if fully set forth herein.

~~50-54.~~ Plaintiff is informed and believes that Camiwell U.S. owned and possessed \$672,000 in its Bank of America account after the 998 offers were accepted.

~~51-55.~~ Plaintiff is informed and believes and, based thereon, alleges that, shortly after the 998 offers were accepted, Defendants Yuan and Lin substantially interfered with Camiwell U.S.'s ownership and possession of the \$672,000 as here in alleged by ~~knowingly and misappropriating corporate assets of Camiwell U.S. when they withdrew almost \$672,000 from Camiwell U.S.'s account at Bank of America making the disbursements set forth in ¶ 49, supra.~~ without justification, proper authorization or authority, consent from Camiwell U.S., and without Zhang's knowledge or consent.

~~52. Defendants converted and dispossessed said property, assets, and funds without proper authorization or consent from Camiwell U.S.~~

~~53-56. As a direct and proximate result of Defendants the conduct of Yuan and Lin's conducts Lin as alleged herein, Camiwell U.S. has been damaged in an amount to be proven at trial, but not less than \$4,000,000.~~

~~57. Defendants Yuan and Lin's conducts were a substantial factor in causing Plaintiff's damage.~~

~~////~~

~~////~~

~~55-57. In engaging in the conduct as alleged herein, Defendants Yuan and Lin, and each of them, acted with oppression, fraud, or malice, entitling Plaintiff to justifying an award of punitive damages in an amount sufficient to punish said Defendants and to deter such conduct.~~

## SECOND CAUSE OF ACTION

### Breach of Fiduciary Duty

*(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)*

~~56-58. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-4952 as if fully set forth herein.~~

~~57-59. As members of the Board Directors of Camiwell U.S., Defendants Yuan and Lin owed to the company and to its shareholders, including Plaintiff, a fiduciary duty of loyalty.~~

~~58-60. As alleged herein, Defendants Yuan and Lin breached their fiduciary duties by misappropriating corporate assets of Camiwell U.S. when they withdrew almost \$672,000 from Camiwell U.S.'s account at Bank of America, without justification or authority, and without Zhang's knowledge or consent.~~

~~59-61. As a direct and proximate result of the conducts conduct of Defendants Yuan and Lin, Camiwell U.S. and Plaintiff have been damaged in an amount to be proven at trial, but not less than \$4,000,000.~~

~~60. The conduct of Defendants Yuan and Lin was a substantial factor in causing such damage.~~

~~61-62. In engaging in the conduct as alleged herein, Defendants Yuan and Lin, and each of them, acted with oppression, fraud, or malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient to punish said Defendants and to deter such conduct.~~

1 **THIRD CAUSE OF ACTION**

2 **Fraud (Concealment)**

3 *(Derivatively by Camiwell U.S. against Asiacom China)*

4 ~~62-63.~~ Plaintiff restates and incorporates by this reference each of the allegations contained in the  
5 preceding paragraphs 1-~~49~~<sup>52</sup> as if fully set forth herein.

6 ~~63-64.~~ After its attempt to legally acquire Camiwell U.S. failed, Asiacom China ~~tried to~~  
7 ~~acquire~~<sup>effectively acquired</sup> Camiwell U.S. illegally and under the table.

8 ~~64.~~ On November, 20, 2018, Feng Wang, Vice President of Asiacom China in charge of overseas  
9 business, sent an email and thanked Camiwell U.S. for its past years of service to Asiacom China's  
10 customers and wanted to ensure a smooth transition with Camiwell U.S.'s engineers assisting Asiacom  
11 U.S.'s engineers when Asiacom China sets up its own operations in the U.S.

12 ~~65.~~ Defendant Asiacom China intentionally concealed certain facts to Plaintiff, which was to conduct  
13 a corporate raid on Camiwell U.S.

14 ~~65.~~ Unknown to Plaintiff at the time and contrary to the promise of Feng Wang for a professional  
15 and cooperative transition of business As alleged herein, Feng Wang sent an email on November 20,  
16 2018, to Camiwell U.S., addressed to Zhang and Yuan. Although Wang arguably had no duty to speak,  
17 once he did, he had an obligation to speak truthfully because he made certain representations but did  
18 not disclose facts that materially qualified the facts disclosed or that rendered his disclosure likely to  
19 mislead, because the facts were known or accessible only to him and he knew they were not known to  
20 or reasonably discoverable by Plaintiff, and he actively concealed from Plaintiff the ability to discovery  
21 the true and complete facts. Under the circumstances, it was it wrongful for him to remain silent.

22 ~~66.~~ As alleged herein, Asiacom China secretly engaged Yuan as its manager and agent to take charge  
23 of its North America ~~operation~~<sup>operations</sup>. Asiacom China, through its subsidiary Asiacom U.S. ~~which~~  
24 ~~was incorporated by Yuan~~<sup>Americas</sup>, and conspiring with Yuan and his brother Ben Tao Yuan (acting as  
25 CEO of Asiacom U.S. ~~→~~<sup>Americas</sup>), carried out a secret corporate raid plan ~~shortly after November 24,~~  
26 2018 against Camiwell U.S. ~~by hiring~~<sup>It hired</sup> almost all of ~~the~~<sup>Camiwell U.S.'s</sup> 50 engineers ~~of Camiwell~~  
27 U.S. and ~~purchasing, without Plaintiffs' knowledge or consent, acquired~~ Camiwell U.S.'s equipment,  
28



1 files, documents, programs, and specifications ~~necessary for business~~ for the nominal amount of  
 2 \$37,281.29.

3 ~~67-66. Unknown to Plaintiff and in collusion with Asiacom China, Yuan signed via~~ the Asset Transfer  
 4 Agreement, ~~which Yuan signed~~ as President of Camiwell U.S. ~~that transferred almost all assets of~~  
 5 ~~Camiwell U.S. to Asiacom U.S., with Yuan and his~~ brother ~~signing on behalf of Asiacom U.S. (as its~~  
 6 ~~CEO) which was and is, at all relevant times, a subsidiary of Asiacom China signed as CEO of Asiacom~~  
 7 ~~Americas~~

8 ~~68-67. Camiwell U.S., and, in particular, Zhang~~ did not know of the concealed facts that Asiacom  
 9 ~~China had a secret raid plan, and Yuan that Asiacom China had engaged Yuan as its manager and agent~~  
 10 ~~to take charge of its North America operations, and that Yuan had~~ signed an Assets Transfer  
 11 Agreement in which Asiacom ~~U.S. Americas~~ hired almost all 50 of the engineers of Camiwell U.S. and  
 12 purchased Camiwell U.S.'s equipment, ~~etc.~~, for a nominal amount until Zhang ~~later found out from~~  
 13 ~~the learned of it during~~ discovery in the State ~~Case Action~~ in ~~August 2023~~ ~~October of 2021~~. Camiwell  
 14 U.S. reasonably relied upon in good faith of Asiacom China's words that it wanted to ensure a smooth  
 15 transition and Yuan's word that he would be fully loyal to Camiwell and not do anything competitive  
 16 against Camiwell U.S.

17 ~~69-68. Asiacom China~~ intended to deceive Plaintiff by concealing the facts and never voluntarily came  
 18 forth with such information. ~~Asiacom had a desire never to tell Zhang~~ Zhang would have never  
 19 known about these fact until they were revealed in ~~Yuan and Lin's discovery in August 2023. October~~  
 20 ~~of 2021.~~

21 ~~////~~

22 ~~////~~

23 ~~////~~

24 ~~////~~

25 ~~////~~

26 ~~70-69. Had the omitted information been disclosed to Zhang and Camiwell U.S., Zhang and Camiwell~~  
 27 ~~U.S. they~~ reasonably would have behaved differently by negotiating a fair ~~market value for asset~~  
 28 purchase ~~price for the Camiwell U.S. assets, as it was they were~~ trying to do before Asiacom China's

1 attempted acquisition failed. ~~Camiwell U.S.~~ They reasonably would have hired counsel to block the  
 2 ~~give away~~ giveaway of its assets pursuant to the Asset Transfer Agreement  
 3 between two related people (Yuan and his brother Ben Tao Yuan) without Board or shareholder  
 4 approval ~~from Camiwell U.S.~~, in violation of California Corporations Code section 1001(a).  
 5 ~~71-70.~~ Plaintiff and Camiwell U.S. was harmed when Camiwell U.S. lost almost all 50 of its engineers  
 6 and ~~the~~ the equipment, etc., necessary for the business.  
 7 ~~72-71.~~ Defendant Asiacom China's concealment was a substantial factor in causing Plaintiff and  
 8 Camiwell U.S.'s harm.

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11 ##

12 72. In engaging in the conduct as alleged herein, Asiacom China acted with oppression, fraud, or  
 13 malice, entitling Plaintiff and Camiwell U.S. to an award of punitive damages in an amount sufficient  
 14 to punish said Defendants and to deter such conduct.

#### 15 FOURTH CAUSE OF ACTION

##### 16 **(Fraud) Intentional Misrepresentation**

17 *(Derivatively by Camiwell U.S. against Camiwell Canada)*

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18 73. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 19 proceeding paragraphs 1-52 as if fully set forth herein.

20 74. As an example of intentional misrepresentation committed by Camiwell Canada, on or about  
 21 August and September 2018, Benlin Yuan as CEO of Camiwell Canada represented to Camiwell U.S.  
 22 that Camiwell U.S. would get paid for services rendered to Beijing Asiacom.

23 75. Camiwell Canada's representation was false as Camiwell U.S. did not get paid for services  
 24 rendered to Asiacom China. Camiwell Canada invoiced Asiacom China approximately \$350,000 in  
 25 August 2018 and \$326,000 in September 2018 in which Camiwell Canada was paid. These invoices  
 26 were not discovered until Summer 2023 during discovery in the state case.

27 76. Camiwell Canada knew the representations were false when made as they had a desire to  
 28 continue having Camiwell U.S. provide services to Asiacom China for compensation. Additionally,

[PROPOSED] VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT

1 Camiwell Canada never had a desire to pay Camiwell U.S. and still has not paid Camiwell U.S. for  
 2 services rendered to Asiacom China.

3 77. Camiwell Canada intended that Camiwell U.S. rely on the representation that Camiwell U.S.  
 4 would get paid for the services rendered to Asiacom China. Camiwell Canada knew that Camiwell  
 5 U.S. would rely on the representation that it would get paid for services in order for Camiwell U.S. to  
 6 continue services for Asiacom China.

7 78. Camiwell U.S. reasonably relied on Camiwell Canada's representation by continuing to provide  
 8 services to Asiacom China.

9 79. Camiwell U.S. was harmed when Camiwell Canada did not pay Camiwell U.S. for services  
 10 rendered to Asiacom China.

11 80. Camiwell U.S.'s reliance on Camiwell Canada's representation was a substantial factor in  
 12 causing its harm.

### 13 **FIFTH CAUSE OF ACTION**

#### 14 **Unjust Enrichment Based on Fraud**

15 *(Corporate Raid on Camiwell U.S.)*

16 *—Derivatively by Camiwell U.S. against Asiacom China, and Asiacom U.S. Americas)*

17 74. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 18 proceeding paragraphs 1-49~~52~~ as if fully set forth herein.

19 77. By engaging in the fraudulent conduct by Feng Wang, Vice President of Asiacom China in  
 20 charge of overseas business in conspiring with Yuan, as alleged herein, Asiacom ~~U.S. Americas~~ and  
 21 Asiacom China received the benefit of Camiwell U.S.'s labor and services for \$37,281.29 when Yuan  
 22 and Asiacom China raided Camiwell U.S.'s assets and hired away 50 engineers to Asiacom  
 23 ~~U.S. Americas~~ which provided the services to Asiacom China. These assets included programs, files,  
 24 customer information, technology, data, computers, servers, and the contents on such devices. The true  
 25 value of what Asiacom Americas acquired will be established at trial; however, that amount is  
 26 approximately \$3,000,000—the value of Camiwell U.S.'s labor and services actually amounted to  
 27 \$2,460,000 (based on \$8,200 per month per engineer that itself, which, at a minimum, can be  
 28 measured by what Asiacom China was paying offered to pay for it in 2018 (\$450,000), plus the value of

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50 Camiwell U.S. engineers working for six months of reasonable time necessary (how long it took  
Asiacom Americas to ramp things up) at \$8,200 per month, which is the rate that Asiacom China  
formerly paid Camiwell U.S. Thus, Asiacom Americas received approximately \$2.95 million in  
services and assets that were intended to provide the same IT services) be used for the benefit of  
Camiwell U.S.

~~78. Thus, Asiacom U.S. China and Asiacom ChinaAmericas were enriched in the amount of~~  
~~\$2,422,719 (\$2,460,000 minus \$37,281.29).~~

~~79.78. Asiacom China and Asiacom U.S. were~~ unjustly enriched by engaging in self dealing with its  
own employee and manager Yuan and their own subsidiary and/or sister company Camiwell Canada,  
by not having to pay fair market rate fees for the IT services rendered by Camiwell U.S. likeas they  
would have had to in a normal arm's-length transactions.

#### **SIXTHH CAUSE OF ACTION**

##### **Unjust Enrichment Based on Fraud**

##### *(Diversion of Camiwell U.S.'s Business*

##### *(Derivatively by Camiwell U.S. against Camiwell Canada)*

~~80.79.~~ Plaintiff restates and incorporates by this reference each of the allegations contained in the  
proceeding paragraphs 1-~~49~~52 as if fully set forth herein.

~~80.~~ By engaging in the conduct as alleged herein, Defendant Camiwell Canada received the benefit  
of RMB 6.5845 million and RMB 3.6031 million in 2018 and 2019 when it diverted Asiacom China's  
business from Camiwell U.S. to Camiwell Canada while outsourcing to Camiwell U.S. to provide the  
same IT services for no consideration. As an example, on or about August and September 2018, Benlin  
Yuan as CEO of Camiwell Canada intentionally misrepresented that Camiwell U.S. would get paid for  
services rendered to Asiacom China. Camiwell Canada's representation was false Camiwell U.S. was  
never paid for such services. Invoices show that Camiwell Canada billed Asiacom China  
approximately \$350,000 in August 2018 and \$326,000 in September 2018 to which Asiacom China  
paid. These invoices were not discovered until Summer 2023 during discovery in the state case.  
Camiwell Canada knew the representations were false as it never had a desire to pay Camiwell U.S.  
and still has not paid Camiwell U.S. for services rendered to Beijing Asiacom. Camiwell Canada had

1 ~~the desire to continue having Camiwell U.S. provide services to Asiacom China. Camiwell Canada~~  
 2 ~~concealed the fact that it received \$350,000 for August 2018 and \$326,000 for September 2018 from~~  
 3 ~~Beijing Asiacom.~~

4 81. At the same time, Camiwell Canada was able to minimize its own expenses by maintaining a  
 5 barebones operation with only two employees.

6 82. Camiwell Canada was further unjustly enriched when it received the IT services provided by  
 7 Camiwell U.S. without paying Camiwell U.S.

8 83. Thus, ~~Defendants Camiwell Canada, Asiacom China, and Asiacom U.S.~~ unjustly enriched  
 9 ~~themselves itself~~ at the expense of Camiwell U.S., obtaining benefits wrongfully that they unjustifiably  
 10 have not returned.

11 84. As a direct and proximate result of Defendants' conduct, Camiwell U.S. has been damaged in  
 12 an amount to be proven at trial, ~~but not less than \$1,000,000.~~

13 ////

14 ////

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#### 17 ~~SEVENTH~~ CAUSE OF ACTION

#### 18 Common Count: Money Had and Received

19 (Corporate Raid on Camiwell U.S.)

20 (Derivatively by Camiwell U.S. against Asiacom China, and Asiacom U.S. Americas)

21 85. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 22 proceeding paragraphs 1-~~49~~52 as if fully set forth herein.

23 86. By engaging in the conduct as alleged herein, Asiacom ~~U.S. Americas~~ received the benefit of ~~50~~  
 24 ~~of the engineers and~~ Camiwell U.S.'s assets, labor and services, ~~and almost 50 of its engineers,~~ for  
 25 \$37,281.29 ~~when Asiacom China and Yuan raided Camiwell U.S.'s assets and hired away 50 engineers~~  
 26 ~~to Asiacom U.S. which provided the services to Asiacom China.~~ These assets included programs,  
 27 files, customer information, technology, data, computers, servers, and the contents on such devices.  
 28 ~~The amount should have been \$2,460,000 (50 The true value of what Asiacom Americas acquired will~~



1 be established at trial; however, that amount is approximately \$3,000,000—the value of Camiwell U.S.  
 2 itself, which, at a minimum, can be measured by what Asiacom China offered to pay for it in 2018  
 3 (\$450,000), plus the value of 50 Camiwell U.S. engineers working for six months (how long it took  
 4 Asiacom Americas to ramp up) at \$8,200 per month, which is the rate that Asiacom China used to  
 5 pay formerly paid Camiwell U.S. took six months to ramp up the services). Thus, Asiacom  
 6 U.S. Americas received approximately \$2,422,749.95 million in services and assets that was were  
 7 intended to be used for the benefit of Camiwell U.S.

8 87. The amount No part of the \$2,422,749.95 million was not used for the benefit of Camiwell U.S.

9 88. Asiacom U.S. No part of the \$2.95 million has not given \$2,422,749 been paid to Camiwell U.S.  
 10 by Asiacom Americas.

#### 11 **EIGHTEENTH CAUSE OF ACTION**

##### 12 **Common Count: Money Had and Received**

13 (Diversion of Camiwell U.S.'s Business—Derivatively by Camiwell U.S. against Camiwell  
 14 Canada, Asiacom China and Asiacom Americas)

15 89. Plaintiff restates and incorporates by this reference each of the allegations contained in the  
 16 proceeding paragraphs 1-~~49~~<sup>52</sup> as if fully set forth herein.

17 90. By engaging in the conduct as herein, ~~Defendant~~ Camiwell Canada received money that was  
 18 intended to be used for the benefit of Plaintiff based on the fraudulent intentional misrepresentations to  
 19 Plaintiff. Camiwell Canada received money in the amount of approximately RMB 6.5845 million and  
 20 RMB 3.6031 million in 2018 and 2019, respectively, from Asiacom China that was intended should  
 21 have been paid to be used for the benefit of Camiwell U.S.—as it, which provided the IT services to  
 22 Asiacom China.

23 91. The money that Camiwell Canada received from Asiacom China was not used for the benefit of  
 24 Camiwell U.S. as Camiwell Canada kept the money.

25 92. Camiwell Canada has not paid or given the money to Camiwell U.S. for its IT services in which  
 26 the money Camiwell Canada has received from Asiacom China for the IT services provided to  
 27 Asiacom China by Camiwell U.S.

**NINTHEIGHTH CAUSE OF ACTION**

**Preliminary Injunction**

*(Derivatively by Camiwell U.S. against Bank of America, Yuan, and Lin)*

93. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-~~49~~<sup>52</sup> as if fully set forth herein.

94. After Defendants Yuan and Lin withdrew funds deposited in the business account at Bank of America (account no. 3251 1222 0628), there is still \$77,544.29 remaining in that account and another \$134,296.28 remaining in a separate account (account no. 3251 0849 4390).

95. Camiwell U.S. through this second amended derivative complaint petitions the Court to issue a preliminary injunction to prohibit Yuan and Lin from further withdrawing any funds from said accounts, and to prohibit Defendant Bank of America from allowing any further withdrawal from said accounts.

96. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from dissolving Camiwell U.S. and from diminishing its assets.

97. Camiwell U.S. further asks that the Court enjoin Defendants, and each of them, from usurping corporate opportunities of Camiwell U.S.

**TENTHININTH CAUSE OF ACTION**

**Declaratory Relief**

*(Derivatively by Camiwell U.S., and individually by Zhang, against Yuan and Lin)*

98. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-~~49~~<sup>52</sup> as if fully set forth herein.

99. A dispute presently exists between the parties as to who is entitled to the funds in the above-referenced B of A accounts.

100. A judicial determination is therefore necessary to establish rightful ownership of the funds.

**ELEVENTHENTH CAUSE OF ACTION**

**Breach of Implied Covenant of Good Faith and Fair Dealing**

*(Derivatively by Camiwell U.S. against Asiacom China)*

101. Plaintiff restates and incorporates by this reference each of the allegations contained in the proceeding paragraphs 1-~~105~~ as if fully set forth herein.

102. In every contract or agreement, there is an implied promise of good faith and fair dealing. This implied promise means that each party will not do anything to unfairly interfere with the rights of any other party to receive benefits of the contract.

103. Camiwell U.S. and Asiacom China entered into various service contracts for Camiwell U.S. to provide IT services to Asiacom China.

104. Camiwell U.S. did all of the significant things that the contract required it to do including providing IT services to Asiacom China.

~~105. Asiacom China conduct of carrying out a secret corporate raid plan and hired away Camiwell U.S.'s CEO Benlin Yuan to be charge of business in the U.S. and Canada which Yuan brought in his own brother Ben Tao Yuan as CEO of Asiacom U.S. Asiacom China, Asiacom U.S. Yuan and his brother conjured up a secret plan to raid Camiwell U.S. employees and assets for a nominal consideration of \$37,281.19.~~

~~105. That by doing so, Asiacom China did not act fairly and in good faith, and By engaging in the conduct alleged herein, Asiacom China breached the implied covenant by preventing Camiwell U.S. from receiving the benefits due it under the service contracts.~~

~~106. As a direct and proximate result of Asiacom China's breach, Camiwell U.S. was harmed by Asiacom China's conduct, in an amount to be proven at trial.~~

#### PRAYER FOR RELIEF

Now, therefore, Plaintiff, individually and derivatively on behalf of Camiwell U.S., prays for relief and judgment as follows:

1. For injunctive relief preventing Defendants, their successors and affiliates, and all persons acting on their behalf from further unlawfully:
  - a. further diminishing Camiwell U.S. and its assets;
  - b. transferring Camiwell U.S. assets to their own interests;
  - c. taking corporate opportunities of Camiwell U.S.



2. For compensatory damages in an amount to be proven at trial, ~~but not less than~~  
~~\$4,000,000.~~
3. For punitive damages according to proof.
4. For reasonable attorneys fees and costs to the extent permissible under  
applicable law.
5. For such other ~~and further~~ relief as the Court may deem just and proper.

Dated: ~~June 26~~ July 25~~4~~, 2024

— SAC Attorneys LLP

By: Brian A. Barnhorst  
James Cai, Esq  
Brian A. Barnhorst, Esq  
Dennis Chin, Esq  
Attorneys for Plaintiff and Counter-Defendant  
Jinju Zhang

VERIFICATION

I, JINJU ZHANG, have reviewed the VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT and know its contents. I certify that the verified second amended complaint is true of my knowledge, except as to the matters which are therein stated to be on information or belief, and as to those matters, I believe them to be true.

I declare under the penalty of perjury under the laws of California that the foregoing is true and correct.

Executed on July 25, 2024, in Conroe, Texas

JINJU ZHANG

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~~[PROPOSED]~~ VERIFIED SECOND AMENDED DERIVATIVE COMPLAINT